



Agenda

City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Ken McClure, Mayor

Zone Councilmembers

Angela Romine, Zone 1
Abe McGull, Zone 2
Mike Schilling, Zone 3
Matthew Simpson, Zone 4

General Councilmembers

Heather Hardinger, General A
Craig Hosmer, General B
Andrew Lear, General C
Richard Ollis, General D

Upcoming Council Meeting Agenda June 28, 2021 6:30 p.m.

Speakers must sign up with the City Clerk to speak to a Council Bill on the agenda.

Speakers must [sign up with the City Clerk](#) no later than 5:00 p.m. the Friday before the meeting to speak to an issue not on the agenda. Citizens wishing to submit comments to City Council may do so using the [citizen comments form](#).

Speakers are to limit their remarks to three to five minutes based on City Council's policy regarding the number of speakers.

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

1. ROLL CALL.

2. APPROVAL OF MINUTES. JUNE 14, 2021 CITY COUNCIL MEETING AND JUNE 15, 2021 SPECIAL CITY COUNCIL MEETING.

Documents:

[06-14-21.PDF](#)

[06-15-21 SPECIAL CITY COUNCIL MEETING.PDF](#)

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST NOTIFY THE CITY CLERK BY 5:00 P.M. ON FRIDAY, JUNE 25, 2021.

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.

7. Council Bill 2021-142 (Schilling)

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' to add a new Division, Division 7, for the purpose of establishing a new zoning district, the Grant Avenue Parkway District, and the standards applicable to the new district, the Grant Avenue Parkway District Standards. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-142.PDF](#)

8. Council Bill 2021-143 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street from R-SF, Single Family Residential District; R-TH, Residential Townhouse District; R-MD, Medium Density Multifamily Residential District; GR, General Retail District; CC, Center City District; and IC, Industrial Commercial District; to Grant Avenue Parkway District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-11-2021.)

Documents:

[2021-143.PDF](#)

9. Council Bill 2021-144 (Hosmer)

A general ordinance amending the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to constitute lien.'

Documents:

[2021-144.PDF](#)

10. Council Bill 2021-145 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., for the purpose of promoting the attraction of sporting events to the community.

Documents:

[2021-145.PDF](#)

11. Council Bill 2021-146 (Lear)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

Documents:

[2021-146.PDF](#)

12. Council Bill 2021-147 (Hardinger)

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

Documents:

[2021-147.PDF](#)

13. Council Bill 2021-148 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of

promoting the visual and performing arts in Springfield, Missouri.

Documents:

[2021-148.PDF](#)

14. Council Bill 2021-149 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to accept a grant for outreach from the Missouri Foundation for Health in the amount of \$35,000; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the amount of \$35,000, to appropriate the grant funds.

Documents:

[2021-149.PDF](#)

15. Council Bill 2021-150 (Lear)

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of \$434,045.48, for use by the Springfield – Greene County Park Board; and amending the Fiscal Year 2020-2021 budget in the amount of \$434,045.48, for the purpose of appropriating the grant funds.

Documents:

[2021-150.PDF](#)

16. Council Bill 2021-151 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article V, 'Departments,' by adding a new Division 6, 'Department of Economic Vitality,' to create the Department of Economic Vitality; amending the Springfield City Code Chapter 2, Section 2-92, known as the Salary Ordinance by adding one new job title of 'Director of Economic Vitality' to the Department Head Series salary schedule; and amending the Fiscal Year 2021 – 2022 budget of the City to add one full-time equivalent position to the Department of Economic Vitality.

Documents:

[2021-151.PDF](#)

17. Council Bill 2021-152 (Romine)

A special ordinance approving the Second Amendment to the Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Second Amendment on behalf of the City to the Exclusive Representative.

Documents:

[2021-152.PDF](#)

18. Council Bill 2021-153 (McGull)

A special ordinance approving a Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical ("PAT") Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

[2021-153.PDF](#)

19. Council Bill 2021-154 (Romine)

A special ordinance approving a Collective Bargaining Agreement by and between the City and International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association, the Exclusive Representative of a certain bargaining unit within the Springfield Fire Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

[2021-154.PDF](#)

20. Council Bill 2021-155 (Simpson)

A special ordinance approving a Collective Bargaining Agreement by and between the City and Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain bargaining unit within the Springfield Police Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

within the Springfield Police Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Documents:

[2021-155.PDF](#)

21. Council Bill 2021-156 (McClure)

A general ordinance amending the Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule, by making provision for nine new job titles and by deleting three job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending language originally added by General Ordinance 5089, Section 5(b), and later amended by General Ordinance 5278, Section 10(b), General Ordinance 5564, Section 10 (b), General Ordinance 6459 Section 6(b), and General Ordinance 6533, Section 7b, relating to the Law Enforcement Schedule; by amending language originally added by General Ordinance 5432, Section 3, and later amended by General Ordinance 5564, Section 11, and General Ordinance 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager's Office and adjusting the authorized employee positions.

Documents:

[2021-156.PDF](#)

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

23. Council Bill 2021-158 (McClure)

A resolution authorizing certain council members to participate in an information seeking trip to Des Moines, Iowa, June 29 to 30, 2021, in order to learn more about Invest DSM, an established housing community development corporation in Des Moines to learn about Des Moines' significant investments in residential development within historic neighborhoods and to identify models that could be utilized in Springfield.

Documents:

24. Council Bill 2021-159 (Hardinger)

A resolution authorizing the City Manager, or his designee, to apply for a Youth Homeless Demonstration Program Grant from the Department of Housing and Urban Development, for a minimum amount of \$1,000,000, for the purpose of developing and implementing a coordinated community plan to end youth homelessness.

Documents:

[2021-159.PDF](#)

25. EMERGENCY BILLS.

26. PUBLIC IMPROVEMENTS.

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

28. Council Bill 2021-160 (Hosmer)

A special ordinance authorizing the City Manager, or his designee, to accept a COVID-19 and Adult Vaccination Supplemental grant from the Missouri Department of Health and Senior Services in the amount of \$197,913 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget in the amount of \$197,913 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

Documents:

[2021-160.PDF](#)

29. AMENDED BILLS.

30. COUNCIL BILLS FOR PUBLIC HEARING. Citizens May Speak. Not Anticipated To Be Voted On.

31. Council Bill 2021-161 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District, with Conditional Overlay District No. 78, to Planned Development No. 377; and adopting an updated Official Zoning Map. (Planning and Zoning Commission and Staff recommend approval.)

Documents:

32. Council Bill 2021-162 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5505 West Sunshine Street from County M-1, Light Manufacturing District, and GR, General Retail District, to HC, Highway Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-162.PDF](#)

33. Council Bill 2021-163 (Simpson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from O-1, Office District, with Conditional Overlay District No. 78, to R-LD, Low Density Multi-Family Residential District; establishing Conditional Overlay District No. 200; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-163.PDF](#)

34. Council Bill 2021-164 (Schilling)

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District, to R-TH, Residential Townhouse; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.)

Documents:

[2021-164.PDF](#)

35. Council Bill 2021-165 (Romine)

A special ordinance granting Conditional Use Permit No. 452 for the purpose of authorizing an automobile washing business to operate as a conditional use

within the GR, General Retail District, generally located at 2808 North Kansas Expressway. (Staff and Planning and Zoning Commission recommend approval.)

Documents:

[2021-165.PDF](#)

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

37. Council Bill 2021-166 (McClure)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with RSM US LLP, to provide professional auditing services to the City and to the Police Officers' and Fire Fighters' Retirement System for fiscal years 2021 through 2025.

Documents:

[2021-166.PDF](#)

38. Council Bill 2021-167 (Ollis)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Emerald City Band, Inc. in the amount of \$25,500, for the purpose of performing a live concert at the Birthplace of Route 66 Festival in Springfield, Missouri.

Documents:

[2021-167.PDF](#)

39. Council Bill 2021-168 (McGull)

A special ordinance amending the Fiscal Year 2021-2022 budget of the City to adjust the authorized employee positions in the Law Department by adding one full-time equivalent position of Legal Technician and to fund said position.

Documents:

[2021-168.PDF](#)

40. Council Bill 2021-169 (Simpson)

A special ordinance relinquishing certain sanitary sewer easement(s) located at 3101 South Glenstone Avenue for the purpose of accommodating improvements at said location.

improvements at said location.

Documents:

[2021-169.PDF](#)

41. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Danny Hill wishes to address City Council.

Patricia Tursi wishes to address City Council.

42. NEW BUSINESS.

43. UNFINISHED BUSINESS.

44. MISCELLANEOUS.

45. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

46. Council Bill 2021-170 (Schilling)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Brody's Place, generally located at 5505 West Sunshine Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-170.PDF](#)

47. Council Bill 2021-171 (Romine)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Deer Lake Soccer Park, generally located at 6006 West State Highway 266, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-171.PDF](#)

48. Council Bill 2021-172 (McGull)

A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, as shown on the Preliminary Plat of Smith Street Subdivision, generally located at 1047 East Smith Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents:

[2021-172.PDF](#)

49. CONSENT AGENDA – ONE READING BILLS.

50. CONSENT AGENDA – SECOND READING BILLS.

51. BOARD CONFIRMATIONS.

Confirm the following appointment to the Springfield-Greene County Public Library Board: Mark McNay with term to expire July 1, 2024.

Confirm the following reappointment to the Springfield-Greene County Public Library Board: Michelle Moulder with term to expire July 1, 2024.

Confirm the following appointments to the Mayor's Commission for Human Rights and Community Relations: Chase Snider with term to expire October 1, 2022; Kelly Fender, who will fill the unexpired term of Cindy Rushefsky, with term to expire on October 1, 2022; and Rachel Bridges with term to expire October 1, 2023.

Confirm the following appointment to the Mayor's Commission for Children: Kaleen Long, who will fill the unexpired term of Linda Saturno, with term to expire November 29, 2021.

Confirm the following appointment to the Building Trades Examination and Certification Board: Yankton Sothern with term to expire December 1, 2024.

52. END OF CONSENT AGENDA.

53. ADJOURN.

Persons addressing City Council will be escorted to a monitored computer and address City Council via Zoom. Please 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 three days prior to the scheduled meeting.

June 14, 2021
Springfield, Missouri

The City Council met in regular session June 14, 2021 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

Mayor McClure noted today is Flag Day.

Roll Call

Present. Heather Hardinger, Angela Romine, Abe McGull, Matthew Simpson, Craig Hosmer, Richard Ollis, Andrew Lear, and Ken McClure. Absent. Mike Schilling.

Minutes

The minutes of June 1, 2021 City Council meeting and June 1, 2021 Special City Council meeting were approved as presented.

Consent Agenda

The Consent Agenda was approved as presented.

CEREMONIAL MATTERS

City Manager Report

Jason Gage, City Manager, noted to the best of his knowledge City staff has addressed the previous questions raised by Council. He further noted if Council needs any additional information to please let him know.

Mr. Gage noted there are several upcoming event opportunities for everyone to get vaccinated against COVID-19. He further noted individuals may visit www.vaccine417.com for additional information. He added if anyone needs help scheduling an appointment, they should contact the Springfield-Greene County Health Department at 417-874-1211 for assistance.

Mr. Gage noted Mayor Ken McClure recently hosted Kansas City Mayor Quinton Lucas in a visit to Springfield this past Friday. He further noted the two mayors offered press availability after meeting with Tad Peters, Springfield Police Major, and touring Burrell's Behavioral Crisis Center. He expressed his belief Mayor Lucas was interested specifically in learning more about the collaboration between Springfield Police Department and Burrell Behavioral Health, specifically regarding the new Rapid Access Treatment Unit. Mr. Gage noted the unit is a crisis point for adults ages 18 and up who need immediate psychiatric care, treatment for opioid abuse, or intake for behavioral health services. He further noted the unit is a partnership between Burrell and local County and City officials. He added the goal of the unit is to provide an alternative for already overloaded emergency rooms and jails for someone who is experiencing a mental health crisis. He noted Paul Williams, Springfield Police Chief, Katie Towns, Acting Director of the Springfield-Greene County Health Department, and Bob Dixon, Greene County Presiding Commissioner, all support this innovative approach. Mr. Gage further noted Mayor McClure and Mayor Lucas are part of a group of Missouri mayors working together to address the issue of violent crime. He further noted Mayor Lucas has prioritized making Kansas City's neighborhoods safer from crime. He added Mayor McClure and Council have deemed public safety and quality of place as major priorities for the community, and addressing crime is a specific focus. Mr. Gage noted the video of the press availability is available online at Cityview.Springfieldmo.gov.

Mr. Gage noted the Missouri Job Center is once again hosting a One-Stop Pop Up event on Springfield's Park Central Square, June 16 and 17, 2021 from 1:00-4:00 p.m. He further noted the One-Stop Pop Up brings resources from the Missouri Job Center into the heart of communities within the Ozark Region, as well as provides information to those who may not be able to travel to a Job Center location.

Mr. Gage noted on May 31, 2021 Summer Onyeukwu, E-911 Lead Telecommunicator, received a call from a female who had been stranded with her three children at a local motel after experiencing domestic violence. Mr. Gage expressed his belief the female had no money, no transportation, no job, and it was a holiday weekend with limited access to options and resources due to entities being closed for the Memorial Day holiday. He noted Ms. Onyeukwu utilized her own vacation time to leave work, purchase groceries for the female and her children, and met them with the responding police officer. Mr. Gage noted her E-911 co-workers, Denise Ruble, Abbie Shouse, Jessica McCoullough and Ashley House also contributed to help with the cost for the family. He further noted Ms. Onyeukwu's act of kindness, along with the generosity of her co-workers, was one of compassion and not one she made public or broadcasted. She was recognized for her dedicated service during today's Greene County Flag Day Ceremony.

Mayor Pro Tem Simpson expressed his appreciation for Ms. Onyeukwu's act of kindness, as well as E-911 and Police Department staff for their dedicated service to the community. He also commended the Springfield-Greene County Health Department and other entities, or organizations involved, such as local churches, for their various vaccination events within the community to help get individuals vaccinated get against COVID-19.

Councilman Hosmer expressed his appreciation for the information from the Police Department regarding staffing pertaining to recruitment and retention. He asked for clarification whether there would be any recommendations coming from City staff to proceed with possible implementation efforts for police recruitment and retention. Mr. Gage noted City staff would need direction from Council. Councilman Hosmer expressed his opinion he would like City staff to compile recommendations regarding police recruitment and retention for Council's review. He requested a report be compiled regarding the number of noise violation citations issued by police for Council's review. Mr. Gage answered affirmatively and noted City staff would compile information for Council.

Mayor McClure thanked Mr. Gage for tonight's updates.

The following bills appeared on the agenda under Second Reading.

**Mapping of the East
West Arterial – US
Highway 65 and
Riverbluff Boulevard to
Kissick Avenue**

Sponsor: Hosmer. Council Bill 2021-076.

A special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.11 of the City Charter of the City of Springfield, Missouri, in order to preserve right-of-way for future public street improvements for an additional five years. (Staff and Planning and Zoning Commission recommend approval.)

Tom Dancey, Traffic Engineer, gave an update of the proposed. Mr. Dancey noted Greene County has provided communication to City staff that they are in support of the proposed mapping, which is consistent with Greene County's comprehensive plan.

Councilman Ollis expressed his appreciation to City staff for their work on the proposed with Greene County.

Council Bill 2021-076. Special Ordinance 27509 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Ollis, Lear, and McClure. Nays: Hosmer.
Absent: Schilling. Abstain: None.

**Conditional Use Permit
No. 451 – 303 West
Plainview Road**

Sponsor: Schilling. Council Bill 2021-131.

A special ordinance granting Conditional Use Permit No. 451 for the purpose of authorizing a self-service storage facility to operate as a conditional use within the GR, General Retail District, generally located at 303 West Plainview Road. (Staff and Planning and Zoning Commission recommend approval.)

Council Bill 2021-131. Special Ordinance 27510 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays:
None. Absent: Schilling. Abstain: None.

**Rezoning at 309 and 327
West Lakewood Street**

Sponsor: Schilling. Council Bill 2021-132.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 1.5 acres of property generally located at 309 and 327 West Lakewood Street from GR, General Retail District, to R-MD, Medium Density Multi-Family Residential District; establishing Conditional Overlay District No. 199; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: Moon City, LLC; 309 & 327 W. Lakewood Street; Z-10-2021 w/Conditional Overlay District No. 199.)

Council Bill 2021-132. General Ordinance 6658 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure.
Absent. Nays: None. Absent: Schilling. Abstain: None.

**Annexing Private
Property at 5505 West
Sunshine Street**

Sponsor: Schilling. Council Bill 2021-133.

A general ordinance amending Section 1-9 of the Springfield City Code, 'City Limits;' and amending Section 46-1 of the Springfield City Code, 'Boundaries of wards, precincts and council zones;' for the purpose of annexing 25 acres of private property generally located at 5505 West Sunshine Street into the City of Springfield, referenced as Annexation A-2-2021. (By: West Sunshine Development, LLC; 5505 W. Sunshine Street; Annexation A-2-2021.)

Council Bill 2021-133. General Ordinance 6659 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays:
None. Absent: Schilling. Abstain: None.

**Rezoning at 329 and 331
South Oak Grove
Avenue**

Sponsor: McGull. Council Bill 2021-134.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 10.67 acres of property generally located at 329 and 331 South Oak Grove Avenue from R-SF, Residential Single-family, to HM, Heavy Manufacturing; establishing Conditional Overlay District No. 196; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: KKJ Wholesale LLC & Amaleki Robinson; 329 & 331 South Oak Grove Avenue; Z-5-2021 w/COD #196.)

Anita Cotter, City Clerk, noted a protest petition has been received by the City, which was found to be insufficient at 9.2%. Ms. Cotter further noted a copy of the supplemental explanation sheet has been provided to Council. She added a super majority or a vote of at least 6 Councilmembers will not be needed for approval.

Councilman Lear asked for clarification regarding the buffer yard requirements to help lower the noise levels for the surrounding area. Bob Hosmer, Planning Manager, noted there would be 40 feet of buffer yard along the proposed and the single-family residential zoning. Councilman Lear asked for clarification regarding the normal transition between zoning for heavy manufacturing and single-family residential districts. Mr. Hosmer noted what is being currently proposed is what is typically recommended for properties zoned heavy manufacturing near single-family residential zoning. Councilman Lear asked for clarification whether City staff has considered modifying restrictions for business uses for heavy manufacturing near single-family residential districts. Mr. Hosmer answered no and noted the City's comprehensive plan recommends heavy manufacturing for the property in question. Councilman Lear expressed his support for the proposed apart from all the possible business uses that could be considered and utilized for heavy manufacturing zoning districts.

Councilman McGull expressed his appreciation to Public Works and Environmental Services staffs for their stormwater improvements near the proposed. He noted several of the residents near the property in question are pleased with the stormwater improvements implemented by the City to reduce flooding concerns. He expressed his support for the proposed.

Councilwoman Romine expressed her opposition for the proposed. She noted there are numerous business uses that are allowed in heavy manufacturing districts, which should not be utilized near a single-family residential zoning district. She further noted there are issues within Zone 1 with some heavy manufacturing districts being located near single-family residential zoning districts.

Council Bill 2021-134. General Ordinance 6660 was approved by the following vote: Ayes: Hardinger, McGull, Simpson, Hosmer, Ollis, and McClure. Nays: Romine and Lear. Absent: Schilling. Abstain: None.

Preliminary Tax Levy

Sponsor: Hosmer. Council Bill 2021-135.

A special ordinance setting a preliminary tax levy on real and personal property for current expenses and debt retirement of the City of Springfield, Missouri, and its boards and agencies, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; and declaring an emergency.

Council Bill 2021-135. Special Ordinance 27511 was approved by the following vote: Ayes: Hardinger, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: Romine. Absent: Schilling. Abstain: None.

2021-2022 City Budget

Sponsor: Simpson. Council Bill 2021-136.

A special ordinance adopting a budget for the City of Springfield, Missouri, for the Fiscal Year beginning July 1, 2021, and ending June 30, 2022; providing that certain amounts shown in the budget document are appropriated for the various departments specified in said budget; and declaring an emergency.

Councilman Hosmer asked for clarification whether the proposed includes funding for the Springfield Area Chamber of Commerce, such as the City's membership dues. Mr. Gage answered affirmatively and noted there are line items that provide funding to the Chamber of Commerce. He further noted information was provided to Council per request regarding the Chamber of Commerce. Mr. Gage introduced David Holtmann, Finance Director, who gave an overview of the City's funding expenses to the Chamber of Commerce over the past several years. Mr. Holtmann noted several City staff and Council attend monthly meetings, such as Good Morning Springfield, and annual membership meetings held by the Chamber of Commerce, as well as annual Community Leadership Visits. He further noted the City has paid for approximately 5-6 memberships with the Chamber of Commerce during the past 3-year period. Councilman Hosmer expressed his opposition to the City spending taxpayer money to the Chamber of Commerce. He asked for clarification whether the City has provided taxpayer money to the Good Government Committee. Mr. Holtmann noted City staff has not found any taxpayer money being paid by the City to the Good Government Committee over the past several years. Councilman Hosmer asked for clarification whether the Development Issues Input Group (DIIG) is affiliated with the Chamber of Commerce. Mr. Gage noted DIIG has become the Growth and Development Committee, which is a committee with the Chamber of Commerce. Mr. Gage further noted City staff does work with the Chamber of Commerce, such as regarding local legislative priorities and economic development opportunities, for engaging the business community. Councilman Hosmer expressed his belief the Chamber of Commerce is receiving favorable input or influence by the City whereas other entities or organizations are not. He further expressed his belief an elimination of funding to the Chamber of Commerce is needed. He expressed his opposition to the proposed as provided.

Councilwoman Romine asked for clarification whether the membership fees paid to the Chamber of Commerce go towards lobbying. Mr. Holtmann noted to the best of his knowledge there is a separate option to direct money, marked on the invoice, for those wishing it to go toward political activities. Mr. Gage noted a representative from the Chamber of Commerce would need to clarify how their membership fees are utilized.

Mayor Pro Tem Simpson asked for clarification whether there are other professional organizations the City pays for City staff memberships. Mr. Gage noted City staff would compile information for Council for review. He further noted he is aware the City provides payments to Community Partnership of the Ozarks for various services within the community, such as their assistance with homeless services. He added the City also pays for professional memberships for City staff to belong to their representative organizations for their trade or professional certification, such as for engineers. Mayor Pro Tem Simpson asked for clarification whether City staff assists other organizations or entities, such as the Neighborhood Advisory Council, which works with the various neighborhoods about various issues within the community, when needed. Mr. Gage answered affirmatively. Mayor Pro Tem Simpson asked for clarification regarding the amount of time the City has been involved with the partnership with the Chamber of Commerce. Mr. Holtmann noted the City has been a partner with the Chamber of Commerce for many years but does not know the length of time involved. Mayor Pro Tem Simpson asked for clarification whether it is usual practice to scrutinize the spending to organizations based upon the members political activities. Mr. Gage noted to the best of his knowledge it is typically rare to scrutinize the spending to an organization based upon the members political activities.

Council Bill 2021-136. Special Ordinance 27512 was approved by the following vote: Ayes: Hardinger, McGull, Simpson, Ollis, Lear, and McClure. Nays: Romine and Hosmer. Absent: Schilling. Abstain: None.

**Relinquishing Sanitary
Sewer Easement – 3745
South Broadway Avenue**

Sponsor: Schilling. Council Bill 2021-137.

A special ordinance relinquishing certain sanitary sewer easements located at 3745 South Broadway Avenue in Springfield, Missouri, for the purpose of accommodating new construction at said location.

Council Bill 2021-137. Special Ordinance 27513 was approved by the following vote: Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Schilling. Abstain: None.

**Annual Maintenance
Contract for Traffic
Signals – Bid of Ewing
Signal Construction,
LLC.**

Sponsor: Lear. Council Bill 2021-138.

A special ordinance approving the Annual Maintenance Contract for Traffic Signals for Fiscal Year 2021-2022; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$198,959.50; and authorizing the City Manager to enter into a contract with such bidder for the purpose of maintaining the City's traffic signal infrastructure.

Council Bill 2021-138. Special Ordinance 27514 was approved by the following vote: Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Schilling. Abstain: None.

**Agreement with Cellco
Partnership d/b/a
Verizon Wireless**

Sponsor: Lear. Council Bill 2021-139.

A special ordinance authorizing the City Manager, or designee, to enter into a Confidentiality and Nondisclosure Agreement with the Cellco Partnership d/b/a Verizon Wireless.

Council Bill 2021-139. Special Ordinance 27515 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays:
None. Absent: Schilling. Abstain: None.

**Agreement with Greene
County, Missouri –
Housing Municipal
Prisoners**

Sponsor: Hardinger. Council Bill 2021-140.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement with Greene County, Missouri, for housing of Springfield Municipal prisoners.

Council Bill 2021-140. Special Ordinance 27516 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays:
None. Absent: Schilling. Abstain: None.

**Agreement with Greene
County, Missouri –
Emergency Response**

Sponsor: Lear. Council Bill 2021-141.

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Agreement for Mutual Aid, Police Services, Emergency Aid and Disaster Services with Greene County, Missouri, to allow cooperation between the Springfield Police Department and the Greene County Sheriff's Department for emergency response in their respective jurisdictions.

Council Bill 2021-141. Special Ordinance 27517 was approved by the following vote:
Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays:
None. Absent: Schilling. Abstain: None.

RESOLUTIONS

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

GRANTS

AMENDED BILLS

The following bills appeared on the agenda under Council Bills for Public Hearing.

**New Zoning District -
Grant Avenue Parkway
District Standards**

Sponsor: Schilling. Council Bill 2021-142.

A general ordinance amending the Springfield Land Development Code, Article III, 'Zoning Regulations,' to add a new Division, Division 7, for the purpose of establishing a new zoning district, the Grant Avenue Parkway District, and the standards applicable to the new district, the Grant Avenue Parkway District Standards. (Staff and Planning and Zoning Commission both recommend approval.)

Randall Whitman, Principal City Planner, gave an overview of the proposed. Mr. Whitman outlined the proposed, which would establish the new Grant Avenue Parkway District and Standards. He noted on March 22, 2021, Council passed Resolution 10565, which adopted the Grant Avenue Parkway Corridor Plan as an element of the Springfield Comprehensive Plan for the development of the city. He further noted the Grant Avenue Parkway Corridor Plan serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections, and transitions into the surrounding neighborhoods along the Grant Avenue Parkway. Mr. Whitman noted approval of the proposed would amend the City's Zoning Ordinance and add a new Division, Division 7, Grant Avenue Parkway District Standards. He also outlined there would be 6 Grant Avenue Parkway Subdistricts, A-F. He further noted the proposed is consistent with the recommendation of the approved Grant Avenue Corridor District Plan to establish creative zoning regulations that promote reinvestment and redevelopment that leverages the new Parkway as an asset. He added possible approval, along with the accompanying proposed zoning, would lay the foundation of the redevelopment of the corridor. Mr. Whitman noted the proposed will help promote reinvestment and redevelopment along the parkway area and into the surrounding neighborhoods.

Tim Rosenbury, Director of Quality of Place Initiatives, also gave an overview of the proposed pertaining to quality of place. Mr. Rosenbury noted the Grant Avenue Parkway project develops a link between the downtown area and the Wonders of Wildlife and Bass Pro Shops complex utilizing Grant Avenue. He further noted once complete, the project will include dedicated bike and pedestrian trails, complete street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core. He noted the proposed regulations established within the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. He added in exchange, the proposed regulations also provide for greater flexibility regarding what residents and business owners could do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design. Mr. Rosenbury outlined the proposed will assist in applying design standards regarding articulation, awnings and canopies, transparency, and story height. He also outlined the key distinctions of the Grant Avenue Parkway District with Council. He noted the administrative delay from College Street to Catalpa Street expires July 22, 2021.

Mr. Rosenbury further noted City staff will have 180 days to seek input, develop a plan and present proposed regulatory amendments. He added a meeting was held with two technical teams last week who will be competing. Mr. Rosenbury noted an announcement about the technical team winner should be late August or early September 2021, regarding who will build the Grant Avenue Parkway project. He further noted the Parkway Design-Build project should be unveiled this September.

Mr. Whitman noted two neighborhood meetings were held, May 5 and May 19, 2021 and over 80 individuals participated. He further noted the Planning and Zoning Commission held a public hearing on June 3, 2021 and recommends approval. He added City staff would be bring forth a text amendment in the future possibly in August 2021 to accommodate enlargement and expansion of existing structures, such as Mother's Brewing Company, which is in Sub-District A.

Mayor Pro Tem Simpson expressed his appreciation to Mr. Whitman and Mr. Rosenbury for the proposed.

Councilman Ollis also expressed his appreciation to Mr. Whitman and Mr. Rosenbury for the proposed. He asked for clarification whether cost of materials will be more expensive for construction of the high-quality standards for the proposed due to the COVID-19 pandemic. Mr. Rosenbury noted there may be additional material costs involved for the proposed for construction with the high-quality standards being requested. He further noted materials, such as vinyl siding, will not be allowed to be utilized for construction within the Grant Avenue Parkway District. Councilman Ollis expressed his support for the proposed.

Councilman McGull expressed his support for the proposed.

Councilman Lear expressed his excitement and support for the proposed. He expressed his belief the proposed should be considered for usage in other possible areas of the community. Councilman Lear asked for clarification regarding homes within the corridor that already have vinyl siding if those homes would have to get new siding. Mr. Whitman noted the proposed design standards apply to new construction.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Rezoning of
Approximately 72.33
Acres – Grant Avenue
Parkway District Text
Amendment**

Sponsor: Schilling. Council Bill 2021-143.

A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street from R-SF, Single Family Residential District; R-TH, Residential Townhouse District; R-MD, Medium Density Multifamily Residential District; GR, General Retail District; CC, Center City District; and IC, Industrial Commercial District; to Grant Avenue Parkway District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission both recommend approval.) (By: City of Springfield; GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-11-2021.)

Randall Whitman, Principal City Planner, gave an overview of the proposed. Mr. Whitman noted the proposed relates to the rezoning of approximately 72.33 acres of property generally located adjacent to Grant Avenue between College Street and Catalpa Street to the Grant Avenue Parkway District, which was previously addressed. He noted the proposed includes approximately 221 parcels of property.

An opportunity was given for citizens to express their views.

Andrew Doolittle spoke in support of the proposed. Mr. Doolittle noted he is with Everett Homes. He expressed his belief a blight study is needed for the proposed, so incentives could be utilized by developers. He further expressed his belief spot blighting is wrong due to the smaller parcel size of numerous parcels being within the proposed. Mr. Doolittle also expressed his belief material costs have significantly increased for construction, which will have an impact upon development for the property area in question.

Councilman Ollis asked for clarification whether a blight study could be conducted for the proposed. Sarah Kerner, Economic Development Director, noted funding approval and direction about the potential areas for a blight study regarding the Grant Avenue Parkway project from Council would be needed for the proposed. Councilman Ollis expressed his belief he wants great development within the Grant Avenue Parkway area. He further expressed his belief City staff should propose their ideas to Council for a possible blight study, such as the possible areas for consideration within the Grant Avenue Parkway area for a blight study, as well as the related costs involved for review. Jason Gage, City Manager, answered affirmatively.

Councilman Hosmer asked for clarification regarding the last time the City paid for a blight study and the estimated cost. Ms. Kerner noted the last blight study conducted was for the Kearney Street Corridor plan, which was conducted in 2017. She further noted the estimated cost for the blight study was approximately \$100,000 for an approximate 3-mile area for the Kearney Street Corridor. Councilman Hosmer asked for clarification whether a blight study could be conducted in portions of west Springfield to help individuals update and fix-up their homes. Ms. Kerner answered affirmatively. She noted the tax assessment ratio for residential property taxes is only 19% so the incremental increase regarding abatement for a home improvement project would probably not be as large as a total rebuild construction project on an existing site.

There being no additional speakers, the public hearing was declared closed.

The following appeared on the agenda under First Reading Bills.

**Chapter 98 ‘Streets,
Sidewalks, and Public
Places’ – Section 98-218**

Sponsor: Hosmer. Council Bill 2021-144.

A general ordinance amending the Springfield City Code, Chapter 98 ‘Streets, Sidewalks and Public Places,’ Article VI ‘Improvements,’ Division One, ‘Generally,’ Section 98-218, ‘Tax bill to constitute lien.’

Ron Petering, Assistant Director of Environmental Services, gave an overview of the proposed. Mr. Petering noted the City Charter prohibits remitting, abating, ending, reducing, or lessening special taxes or assessments, including interest or penalties, that appear in special tax bills. He further noted the current version of City Code Section 98-218 ends liens on special tax bills for public improvements at 10 years or 1 year after date of maturity of special tax bills paid in installments. He added this is because prior state legislation, RSMo Section 88.812, preempted the City Charter on lien duration. Mr. Petering noted this state legislation has been amended and no longer preempts the City Charter on lien duration. He further noted removing the termination requirement for liens will allow the City to preserve lien rights until the special tax bill is paid in full. He added by removing the time restriction and simply allowing the lien to remain in place until the special tax bill is paid in full, the code section will be consistent with City Charter. Mr. Petering noted this will allow additional flexibility to address overdue accounts while preserving the City's ability to enforce the lien.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with the
Greater Springfield Area
Sports Commission,
Inc.**

Sponsor: Ollis. Council Bill 2021-145.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., for the purpose of promoting the attraction of sporting events to the community.

Tracy Kimberlin, President and Chief Executive Officer of the Springfield Convention and Visitors Bureau (CVB), gave an overview of the proposed. Mr. Kimberlin noted the CVB manages and houses the Greater Springfield Area Sports Commission, Inc (Sports Commission). He further noted the proposed is the annual agreement for promoting the attraction of sporting events to the community. He added a portion of the Sports Commission's budget comes from the City's collection fee from the hotel-motel gross receipts tax. Mr. Kimberlin noted the portion of the City's collection fee budgeted for the Sports Commission in Fiscal Year (FY) 2020-2021 was approximately \$43,940, and the amount budgeted for FY 2021-2022 is approximately \$80,171. He further noted the proposed will continue the funding for the Sports Commission from a share of the City's collection fee from the hotel-motel gross receipts tax. Mr. Kimberlin noted the Sports Commission helps promote two major sporting events to the community, which is the Missouri State High School Activities State Basketball Championships and the National Christian Home School Basketball Championships, which are both held in March.

Councilman Ollis expressed his belief youth and amateur sporting events help generate local tax revenue into the community, such as for lodging and food. He asked for clarification regarding the amount of possible tax revenue these types of sporting events bring into the local economy. Mr. Kimberlin noted sporting events tend to generate approximately 5% of all overnight travel within the community, which may fluctuate. He further noted the past year has been difficult for local tourism due to the COVID-19 pandemic. Councilman Ollis asked for clarification regarding the potential amount of revenue that could be generated by sporting events when the new soccer sports complex and other facilities are completed or updated. Mr. Kimberlin noted when the new

soccer sports complex is constructed and operating, and other facilities are updated, the potential for sports tourism will increase local tax revenue.

Mr. Kimberlin further noted the Sports Commission is currently conducting a study regarding the possible feasibility of converting the Expo Center into an indoor sporting facility. He added there is a great need for an indoor sporting facility for events, which will help generate additional tax money into the community. Councilman Ollis expressed his belief there are many things to do within the local and surrounding communities while families and individuals are visiting Springfield, such as going to Branson or visiting the Wonders of Wildlife. Mr. Kimberlin noted Springfield is very centralized, which make the community a great driving destination to visit or attend sporting events.

Councilman Hosmer asked for clarification regarding the possible percentage that may increase for overnight stays once the new soccer sports complex and other facilities are completed or updated. Mr. Kimberlin expressed his belief the percentage of overnight stays may double. He further expressed based on statistics only 1/3 of expenditures of overnight travel is spent on the hotel or motel stays. He added the other expenditures are spent on food expenses and other activities, such as retail shopping, etc. Mr. Kimberlin noted also based on statistics approximately \$100-125 per person per day is spent while a family is here attending sporting events. He further noted per data research, approximately \$40,000 for Greene County revenue and approximately \$60,000 for City revenue were generated, which does not include the hotel-motel taxes, from the last Missouri State High School Activities State Basketball Championships. He reiterated the Sports Commission is conducting a study regarding the possible feasibility of converting the Expo Center into an indoor sporting facility, which will help attract more sporting events to the community. He noted there is not an indoor sports facility within a 3-hour drive of Springfield.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with the
Springfield Convention
and Visitors Bureau,
Inc.**

Sponsor: Lear. Council Bill 2021-146.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

Tracy Kimberlin, President and Chief Executive Officer of the Springfield Convention and Visitors Bureau (CVB), gave an overview of the proposed. Mr. Kimberlin noted the City contracts with the CVB annually to generate economic impact within the City by promoting attractions and increasing overnight travel. He further noted the CVB receives half of the 5% hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a 6% collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in CVB's Marketing Plan. He added their annual budget information and Marketing Plan is attached to the proposed. Mr. Kimberlin noted the CVB's total fiscal year (FY) 2021-2022 budget is approximately \$4,591,300, of which \$2,431,000 is budgeted to come from the hotel-motel gross receipts tax, \$551,300 from the private sector for advertising, \$471,000 from the Division of Tourism through a Cooperative Marketing Program,

\$238,000 from a forgivable Payroll Protection Plan loan, and \$900,000 from the CVB's fund balance. He further noted overnight travel is significantly improving locally since the CVB's budget was drafted. He expressed he is hopeful that overnight travel and tourism will continue to increase locally. Mr. Kimberlin noted 2018 was a record year, and current figures show that 2021 may surpass 2018's records if overnight travel and tourism continues.

Mayor McClure expressed his excitement for overnight stays and tourism is starting to rebound from the COVID-19 pandemic. He asked for clarification regarding the CVB's cooperative relationship with the Division of Tourism. Mr. Kimberlin noted the CVB received money from the Division of Tourism during the COVID-19 pandemic to help the local tourism industry, who was significantly impacted during the pandemic. He further noted the Division of Tourism has a cooperative marketing program that the CVB participates in to help promote local tourism to the community and the surrounding area.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with the
Board of Governors
with Missouri State
University**

Sponsor: Hardinger. Council Bill 2021-147.

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

Paul Williams, Police Chief, gave an overview of the proposed. Chief Williams noted for over 25 years the City has partnered with Missouri State University (MSU) to staff a Springfield Police Department (SPD) substation on the MSU campus. He further noted the SPD substation helps promote public safety, prevent crime, and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. Chief Williams noted the proposed is an annual renewal of the partnership, designed to meet the evolving needs of the SPD substation on the MSU campus and the area it serves. He noted there will continue to be 10 officers to serve the MSU substation.

Chief Williams further noted MSU will be paying a portion of the body worn cameras for officers to wear while on duty. He added beginning this year, MSU will supply electronic bikes (e-bikes) that meet SPD specifications for use by officers at the MSU substation. He added in the past, MSU has paid for the use of city-owned bikes, and e-bikes utilized by substation officers while on duty.

Mayor McClure expressed his support for the proposed.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Agreement with the
Springfield Regional
Arts Council, Inc.**

Sponsor: Hosmer. Council Bill 2021-148.

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of promoting the visual and performing arts in Springfield, Missouri.

Leslie Forrester, Executive Director of the Springfield Regional Arts Council, Inc., gave an overview of the proposed. Ms. Forrester expressed her appreciation to the Council and the Springfield-Greene County Health Department for their dedicated support to the community during the COVID-19 pandemic. She noted approximately \$2.5 million has been lost in revenue to the local arts community due to the COVID-19 pandemic. She expressed her belief the loss in revenue have been devastating to the local arts community. She further noted the local arts community has continued to offer arts education programs virtually during the pandemic, as well as try to offer other creative ways of providing art activities and education within the community. She added the Arts Council helps promote the visual and performing arts in Springfield by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. Ms. Forrester noted Arts Fest was held in person in May 2021, which was cancelled last year due to COVID-19 pandemic. She further noted the Arts Council is working on conducting an arts impact research study this year for collecting new data. She asked for Council's continued support to the Arts Council.

Mayor McClure commended Ms. Forrester and the Arts Council for their dedicated service and support to the community for the arts, especially during the COVID-19 pandemic. He asked for clarification regarding the Missouri Arts Council and their contributions to the local Arts Council, especially during the COVID-19 pandemic. Ms. Forrester noted the local Arts Council receives level funding from the Missouri Arts Council. She further noted the Missouri Arts Council receives tax revenue funding from the State's non-resident athletes and entertainers' tax. She added pre-pandemic, the tax revenue received were approximately \$40 million in which approximately 60% of those funds are received to the Missouri Arts Council. Ms. Forrester noted due to the pandemic, many organizations have been significantly impacted. She further noted the local Arts Council received a variety of funding to help assist them to keep their doors open and staffed during the COVID-19 pandemic.

Mayor Pro Tem Simpson commended Ms. Forrester and local Arts Council for their dedicated service and support to the community. He expressed his excitement for the upcoming arts impact study data research results. Mayor Pro Tem Simpson asked for clarification whether the Arts Council could contribute to the City's quality of place initiatives, such as the Grant Avenue Parkway and Jordan Creek Renewal projects. Ms. Forrester answered affirmatively and noted there have been conversations conducted pertaining to the City's quality of place initiatives for possible public art projects within the community. She noted there has also been conversations about encouraging more live and work areas for artists to reside for creating their art designs.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Grant from the Missouri Foundation for Health – Springfield-Greene County Health Department

Sponsor: Ollis. Council Bill 2021-149.

A special ordinance authorizing the City Manager, or his designee, to accept a grant for outreach from the Missouri Foundation for Health in the amount of \$35,000; entering into necessary agreements to carry out the grant; and amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2020-2021 in the amount of \$35,000, to appropriate the grant funds.

Cora Scott, Director of Public Information and Civic Engagement, gave an overview of the proposed. Ms. Scott noted the City and Springfield-Greene Health Department team will launch a new variation of the successful Community Health Advocate program. She further noted developing trust will be key among disproportionately affected at-risk community groups, such as people of color. She expressed her belief these at-risk community groups have experienced disproportionate adverse effects from the COVID-19 pandemic and have also faced historic discrimination and inequities from the healthcare system. Ms. Scott noted advocates will be recognizable faces in their community who can be active collaborators and influencers to address questions, concerns, and barriers to vaccination against COVID-19. She further noted the proposed will be called Finish Strong 417: Neighbor to Neighbor, which will work in conjunction with current plans to take vaccination access into neighborhoods, workplaces, such as for shift workers, and other underserved areas within the community. She expressed her belief the proposed will allow the city to amplify information and education to key stakeholders and the public about the vaccine against COVID-19.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Coronavirus Aid, Relief, and Economic Security Act grant – Springfield-Greene County Park Board

Sponsor: Lear. Council Bill 2021-150.

A special ordinance authorizing the City Manager, or his designee, to accept a Coronavirus Aid, Relief, and Economic Security Act grant through the U.S. Department of the Treasury and Greene County, Missouri, in the amount of \$434,045.48, for use by the Springfield – Greene County Park Board; and amending the Fiscal Year 2020-2021 budget in the amount of \$434,045.48, for the purpose of appropriating the grant funds.

Bob Belote, Director of the Springfield-Greene County Parks Department, gave an overview of the proposed. Mr. Belote noted the goal of the CARES Act Relief Fund is to promote recovery by funding programs that support the needs of those impacted by the COVID-19 pandemic. As part of this fund, Greene County received \$34 million to help support local coronavirus response efforts. He further noted Greene County accepted applications in five phases including health care and taxpayer supported entities. He added in May 2021, Greene County notified the City that additional grant funding was available as part of the original grant award for reimbursement of expenses incurred during the period beginning on March 1, 2020 and ending on December 30, 2020. Mr. Belote noted eligible expenses would be those incurred during the period that have not yet been reimbursed to the City for the Parks Department in response to the

COVID-19 pandemic. He further noted the total grant award of up to approximately \$434,045.48 for the Parks Department would include prospective reimbursement for the following: salaries, operating supplies, safety items, sanitation, and signage. He added the proposed will help relieve some of the burden placed on the fiscal year 2020-2021 budget from the COVID-19 pandemic. Mr. Belote commended City staff for their hard work in compiling the proposed for tonight's meeting.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Salary Ordinance –
Department of
Economic Vitality**

Sponsor: Hardinger. Council Bill 2021-151.

A general ordinance amending the Springfield City Code, Chapter 2, 'Administration,' Article V, 'Departments,' by adding a new Division 6, 'Department of Economic Vitality,' to create the Department of Economic Vitality; amending the Springfield City Code Chapter 2, Section 2-92, known as the Salary Ordinance by adding one new job title of 'Director of Economic Vitality' to the Department Head Series salary schedule; and amending the Fiscal Year 2021 – 2022 budget of the City to add one full-time equivalent position to the Department of Economic Vitality.

Maurice Jones, Co-Deputy City Manager, gave an overview of the proposed. Mr. Jones noted the issue of economic vitality is a primary Council priority and the City Manager is recommending the establishment of an Economic Vitality Department within the City's organizational leadership structure. He further noted the creation of the Department of Economic Vitality will formally separate the City's current economic development function from the Planning and Development Department. He added the purpose for the proposed is to eliminate any confusion regarding the facilitative and recruitment role of economic development from the Planning and Development Department's regulatory role applied through the City's zoning regulations.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

**Second Amendment to
the Collective
Bargaining Agreement
– International
Brotherhood of
Electrical Workers,
Local No. 753**

Sponsor: Romine. Council Bill 2021-152.

A special ordinance approving the Second Amendment to the Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit within the Crafts, Trades and Labor ("CTL") Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Second Amendment on behalf of the City to the Exclusive Representative.

Darla Morrison, Director of Human Resources, gave an overview of the proposed. Ms. Morrison noted the current agreement was entered into on July 1, 2019 and was previously amended on December 22, 2020 and is being amended. She further noted the proposed was voluntarily agreed through the collective bargaining process. She added the proposed would be effective as of the date of execution by the parties.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Collective Bargaining Agreement – International Brotherhood of Electrical Workers, Local No. 753

Sponsor: McGull. Council Bill 2021-153.

A special ordinance approving a Collective Bargaining Agreement by and between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive Representative of a certain Bargaining Unit consisting of limited employees within the Professional, Administrative, and Technical (“PAT”) Employee Group; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Darla Morrison, Director of Human Resources, gave an overview of the proposed. Ms. Morrison noted per City Code Section 2-94, the City entered collective bargaining with the International Brotherhood of Electrical Workers (IBEW), the exclusive representative of the bargaining unit. She further noted the proposed includes Exhibit 1, which reflects all agreements reached voluntarily through the collective bargaining process. She added there are employees within the Public Works and Environmental Services Departments who are represented by the IBEW. Ms. Morrison noted the proposed would become effective as of the date of execution by the parties and valid through June 30, 2024.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Collective Bargaining Agreement – International Association of Fire Fighters, Southern Missouri Fire Fighters Local 152 Association

Sponsor: Romine. Council Bill 2021-154.

A special ordinance approving a Collective Bargaining Agreement by and between the City and International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association, the Exclusive Representative of a certain bargaining unit within the Springfield Fire Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Darla Morrison, Director of Human Resources, gave an overview of the proposed. Ms. Morrison noted the proposed is a new contract and is a wage reopener contract. She further noted pursuant to City Code Section 2-94, the City entered collective bargaining with the International Association of Fire Fighters (IAFF) Local 152, the exclusive representative of a certain bargaining unit within the Springfield Fire Department. She further noted the proposed includes Exhibit 1, which reflects all agreements reached voluntarily through the collective bargaining process. She added the proposed is to become effective as of the date of execution by the parties and valid through June 30, 2024.

Councilman Hosmer asked for clarification whether there was a 1-year wage reopener for all the collective bargaining agreements. Ms. Morrison answered affirmatively. He expressed his belief City Utilities (CU) has a 3-year wage contract for their bargaining units, such as the IBEW. He further expressed his belief a 3-year wage contract would be better for planning purposes with a contingent wage reopener when needed.

**Collective Bargaining
Agreement – Springfield
Police Officers’
Association, Fraternal
Order of Police Lodge
22**

Ms. Morrison noted there has been discussion, but currently City staff supports conducting discussions on an annual basis with collective bargaining units. Councilman Hosmer asked for clarification whether outside counsel is hired for the collective bargaining agreements. Ms. Morrison answered affirmatively. Councilman Hosmer expressed his belief the City has attorneys that could be conducting the negotiations with the collective bargaining units, as well as other legal negotiations, as opposed to hiring outside counsel. He further added his belief CU conducts their collective bargaining with their own legal staff. Ms. Morrison noted City staff would review his suggestion but hiring outside counsel helps bring specific expertise to the City for collective bargaining negotiations.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Sponsor: Simpson. Council Bill 2021-155.

A special ordinance approving a Collective Bargaining Agreement by and between the City and Springfield Police Officers’ Association, Fraternal Order of Police Lodge 22, the Exclusive Representative of a certain bargaining unit within the Springfield Police Department; and authorizing the City Manager, or his designee, to execute and deliver the Collective Bargaining Agreement on behalf of the City to the Exclusive Representative.

Darla Morrison, Director of Human Resources, gave an overview of the proposed. Ms. Morrison noted the proposed is a new contract and is a wage reopener contract. She further noted pursuant to City Code Section 2-94, the City entered collective bargaining with the Springfield Police Officers’ Association (SPOA), the exclusive representative of a certain bargaining unit within the Springfield Police Department. She added the proposed includes Exhibit 1, which reflects all agreements reached voluntarily through the collective bargaining process. Ms. Morrison noted there will be some significant wage for Fiscal Year 2022 pertaining to merit steps for all salary grades within the bargaining unit contained within the Law Enforcement Schedule (LES) salary schedule.

Councilman Lear expressed his appreciation to City staff and the various collective bargaining units for the various agreements. He asked for clarification whether the proposed would help the City be on a competitive foot with surrounding cities within the state regarding law enforcement pay and benefits. Ms. Morrison noted the proposed will help the City move from the low middle-third into the middle-third with starting pay for police officers regarding statewide and benchmark cities comparisons. Paul Williams, Police Chief, noted the City’s starting pay for police officers is more than most of the local surrounding jurisdictions, such as Republic and Greene County Sheriff’s Office. He further noted the proposed will increase the City’s starting pay for police officers to approximately \$46,000 whereas the starting pay for the Missouri Highway State Patrol for a trooper is approximately \$48,000. He added currently the proposed will move the City above Kansas City for police officer starting pay and below Saint Louis. Ms. Morrison expressed her belief the proposed will help with recruiting new police officers to the City. She further expressed her belief the other wage improvements being proposed will also help with employee retention for the police

department. Ms. Morrison noted approximately 77% of the sworn police personnel are ready for step increases. Councilman Lear requested City staff to provide an update on the impact the proposed would have to the City's Fiscal Year 2022 budget. Jason Gage, City Manager, answered affirmatively.

Mayor Pro Tem Simpson asked for clarification whether the proposed starting pay for police officers to \$46,000 includes benefits. Chief Williams answered no and noted benefits are not included within the \$46,000. Mayor Pro Tem Simpson asked for clarification whether police officers must pay an employee contribution towards their retirement. Chief Williams answered no. He noted the Missouri Highway Patrol requires their employees to contribute 4% towards their retirement. Mayor Pro Tem Simpson expressed his appreciation to City staff and the SPOA for the proposed. Mayor Pro Tem Simpson asked for clarification whether the proposed is an important step in helping the Police Department with police officer recruitment and retention. Chief Williams answered affirmatively.

Councilman Ollis expressed his appreciation to City staff and the SPOA for the proposed. He further expressed his belief the proposed will help the City with retention and recruitment for police officers.

Councilman Hosmer asked for clarification whether the recruitment incentives, such as the Deferred Retirement Option Plan (DROP) program, would be included in the wage reopeners with the SPOA. Chief Williams answered no, except for the DROP program. He noted the DROP program, which is an optional benefit allows eligible police officers to accumulate a lump sum of money for retirement, is still being discussed with City staff and will have to go back to the SPOA for their review and consideration. Councilman Hosmer asked for clarification whether the issue of take-home cars for police officers has been considered. Rhonda Lewsader, City Attorney, noted the issue of take-home cars for police officers would need to be negotiated with the SPOA in collective bargaining negotiations. Ms. Lewsader noted she would re-provide information to the Council for their review pertaining to take-home police cars and collective bargaining.

Councilwoman Hardinger asked for clarification whether the proposed collective bargaining agreement is similar to those of Kansas City and Saint Louis. Chief Williams expressed his belief the City's benefits package, such as insurance, is competitive with other jurisdictions, such as Kansas City and Saint Louis. He further expressed his belief the proposed will assist the City in the recruitment and retention for police officers. Councilwoman Hardinger asked for clarification whether the student loan repayment incentive was included in the proposed. Chief Williams answered no. He expressed his belief the issue of the student loan repayment incentives maybe a future item for review and consideration.

Mayor McClure expressed his appreciation to City staff and the collective bargaining units on the various agreements being proposed during tonight's meeting.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

Salary Ordinance

Sponsor: McClure. Council Bill 2021-156.

A general ordinance amending the Springfield City Code, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule, by making provision for nine new job titles and by deleting three job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending language originally added by General Ordinance 5089, Section 5(b), and later amended by General Ordinance 5278, Section 10(b), General Ordinance 5564, Section 10(b), General Ordinance 6459 Section 6(b), and General Ordinance 6533, Section 7b, relating to the Law Enforcement Schedule; by amending language originally added by General Ordinance 5432, Section 3, and later amended by General Ordinance 5564, Section 11, and General Ordinance 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager's Office and adjusting the authorized employee positions.

Darla Morrison, Director of Human Resources, gave an overview of the proposed. Ms. Morrison noted the proposed is the City's annual salary ordinance. She further noted the proposed contains recommendations related to routine job title additions due to department organizational changes and completed job studies. She added it also includes deletions for job titles that are no longer being utilized or will not be used if the new job titles are approved. Ms. Morrison noted the proposed also contains annual pay plan improvements for non-union employees, and the funding of merit steps is recommended for all non-union employees.

An opportunity was given for citizens to express their views. There being no speakers, the public hearing was declared closed.

The following appeared on the agenda under Petitions, Remonstrances, and Communications.

Did Not Appear

Shawn Carrier did not appear to address City Council.

Did Not Appear

Randall Allen did not appear to address City Council.

Appeared

Michael Hasty addressed the issue of crime. Mr. Hasty expressed his belief violent crime and property crime are on the rise, especially within Zone 1. He further expressed his belief numbers do not lie, and data statistics show crime, especially violent crime, is a real problem in Springfield. He expressed his opinion there is a failure of leadership and something needs to be done. Mr. Hasty further expressed his opinion discussions need to stop and action is needed to address the issue of crime in the community.

The following appeared on the agenda under New Business.

- Recommended** The Mayor recommends the following appointment to the Springfield-Greene County Public Library Board: Mark McNay with term to expire July 1, 2024.
- Recommended** The Mayor recommends the following reappointment to the Springfield-Greene County Public Library Board: Michelle Moulder with term to expire July 1, 2024.
- Recommended** The Mayor recommends the following appointments to the Mayor's Commission for Human Rights and Community Relations: Chase Snider with term to expire October 1, 2022; Kelly Fender, who will fill the unexpired term of Cindy Rushefsky, with term to expire on October 1, 2022; and Rachel Bridges with term to expire October 1, 2023.
- Recommended** The Mayor recommends the following appointment to the Mayor's Commission for Children: Kaleen Long, who will fill the unexpired term of Linda Saturno, with term to expire November 29, 2021.
- Recommended** The City Manager recommends the following appointment to the Building Trades Examination and Certification Board: Yankton Sothern with term to expire December 1, 2024.
- Replacement** Mayor Pro Tem Matthew Simpson will replace Councilwoman Jan Fisk as City Council's Representative on the Mayor's Commission for Children.

UNFINISHED BUSINESS

MISCELLANEOUS

CONSENT AGENDA FIRST READING BILLS

The following bills appeared on the agenda under Consent Agenda One Reading Bills.

- Appointments to the Commercial Street Community Improvement District Board of Directors** Sponsor: McClure. Council Bill 2021-157.
- A resolution confirming the appointments of Ryan Dock, Sarah Kerner, Rose Marie Whitcomb, and Lyle Foster to the Commercial Street Community Improvement District Board of Directors. (Staff and the Commercial Street Community Improvement District Board of Directors recommend approval.)
- Council Bill 2021-157. Resolution 10584 was approved by the following vote: Ayes: Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None. Absent: Schilling. Abstain: None.

CONSENT AGENDA SECOND READING BILLS

- Confirmed** Confirm the following appointment to the Mayor's Commission on Human Rights and Community Relations: Dr. Edna Smith, who is filling the unexpired term of Heather Hardinger, with term to expire October 1, 2023.

END OF CONSENT AGENDA.

Motion to Adjourn

Councilman McGull moved to Adjourn. Councilwoman Romine seconded the motion, and it was approved by the following vote. Ayes: Hardinger, Romine, McGull, Simpson, Ollis, Lear, and McClure. Nays: Hosmer. Absent. Schilling. Abstain: None. The meeting adjourned at approximately 8:28 p.m.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

June 15, 2021
Springfield, Missouri

The City Council met in special session June 15, 2021 in the Councilman Denny Wayne Conference Room (Busch Building, 4th Floor). The meeting was called to order by Mayor Ken McClure.

Roll Call

Present. Andrew Lear, Heather Hardinger, Angela Romine, Abe McGull, Matthew Simpson, Craig Hosmer, Richard Ollis, and Ken McClure. Absent: Mike Schilling.

Closed Session

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

Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote: Ayes: Lear, Hardinger, Romine, McGull, Simpson, Hosmer, Ollis, and McClure. Nays: None. Absent: Schilling. Abstain: None.

Prepared by
Anita Baker

Anita J. Cotter, CMC/MRCC
City Clerk

One-rdg. _____
P. Hrngs. X
Pgs. 88
Filed: 06-08-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-142

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Article III, 'Zoning Regulations,'
2 to add a new Division, Division 7, for the purpose of establishing a new
3 zoning district, the Grant Avenue Parkway District, and the standards
4 applicable to the new district, the Grant Avenue Parkway District
5 Standards. (Staff and Planning and Zoning Commission both recommend
6 approval.)
7 _____
8

9 WHEREAS, on July 1, 2019, City Council, by Resolution 10462, authorized the
10 City Manager to apply for a Better Utilizing Investments to Leverage Development
11 Transportation Discretionary Grant ("BUILD Grant") from the United States Department
12 of Transportation in an amount of up to \$25,000,000 to finance multi-modal
13 improvements and develop a linkage between Downtown Springfield and the Wonders
14 of Wildlife/Bass Pro Shops complex using Grant Avenue ("Grant Avenue Parkway
15 project"); and
16

17 WHEREAS, in November 2019, the City of Springfield received notice of an
18 award of \$21,000,000 in BUILD Grant funds for the Grant Avenue Parkway project; and
19

20 WHEREAS, on July 27, 2020, City Council, by Resolution 10517, enacted an
21 administrative delay of 180 days, delaying the acceptance and processing of
22 applications for demolition; new construction; re-platting of property, including lot
23 combinations; and rezoning of properties abutting the Grant Avenue Parkway project;
24 and
25

26 WHEREAS, on January 11, 2021, City Council, by Resolution 10548, extended
27 the administrative delay another 180 days until July 22, 2021, and charged City staff
28 with developing a plan and presenting recommendations and a report to City Council
29 before the July 22, 2021, expiration of the administrative delay; and
30

31 WHEREAS, on March 16, 2021, City Council, by Resolution 10565, adopted the
32 *Grant Avenue Parkway Corridor Plan* as an element of the Springfield Comprehensive
33 Plan for the development of the City of Springfield, Missouri; and
34

35 WHEREAS, the *Grant Avenue Parkway Corridor Plan* serves as a guide to
36 establish local policy decisions pertaining to land use, development form and intensities,
37 access and connections, and transitions into the surrounding neighborhoods along the
38 Grant Avenue Parkway; and

39
40 WHEREAS, one of the recommendations in the *Grant Avenue Parkway Corridor*
41 *Plan* is to establish a new zoning district as the primary implementation mechanism to
42 promote the development concepts and strategies outlined in the *Grant Avenue*
43 *Parkway Corridor Plan* and to initiate rezoning of the corresponding properties; and

44
45 WHEREAS, the establishment of the Grant Avenue Parkway District and the
46 rezoning of the corresponding properties, as set forth in accompanying Council Bill
47 2021-143, implement that recommendation; and

48
49 WHEREAS, following proper notice, a public hearing was held on June 3, 2021,
50 before the Planning and Zoning Commission, a copy of the Record of Proceedings from
51 said public hearing being attached hereto and incorporated herein by this reference as
52 "Exhibit A," and said Commission made its recommendation; and

53
54 WHEREAS, proper notice was given of a public hearing before City Council, and
55 said hearing was held in accordance with law.

56
57 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
58 SPRINGFIELD, MISSOURI, as follows, that:

59
60 Section 1 – The Springfield Land Development Code, Article III, 'Zoning
61 Regulations,' is hereby amended to add a new Division, Division 7, the Grant Avenue
62 Parkway District Standards, as set forth in "Exhibit B - Attachment 2," which is attached
63 hereto and incorporated herein by this reference as if set forth verbatim.

64
65 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to
66 affect any suit or proceeding now pending in any court, or any rights acquired or liability
67 incurred, nor any cause or causes of action accrued or existing, under any act or
68 ordinance repealed hereby, or shall any right or remedy of any character be lost,
69 impaired, or affected by this Ordinance.

70
71 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
72 phrase of this Ordinance is for any reason held to be invalid, such decision shall not
73 affect the validity of the remaining portions of this Ordinance. City Council hereby
74 declares that it would have adopted the Ordinance and each section, subsection,
75 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
76 sections, subsections, sentences, clauses, or phrases be declared invalid.

77
78 Section 4 – This Ordinance shall be in full force and effect from and after
79 passage.

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Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jill Burris*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 142

FILED: 06-08-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To amend the Springfield Land Development Code, Article III, 'Zoning Regulations,' to add a new Division, Division 7, for the purpose of establishing the *Grant Avenue Parkway District Standards* (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – GRANT AVENUE PARKWAY DISTRICT STANDARDS

In November 2019, the City of Springfield received notice of award of a \$21 million federal Better Utilizing Investments to Leverage Development ("BUILD") grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020, enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021, expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of

the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case (Z-11-2021) are implementation of that recommendation.

The goal of the Grant Avenue Parkway Corridor Plan and now this proposed District is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

Approval of this ordinance amends the Springfield Zoning Ordinance to add a new Division, Division 7, Grant Avenue Parkway District Standards.

The rezoning for the Grant Avenue Parkway District (Zoning Case Z-11-2021) appears on this same agenda.

Before an amendment shall be approved by ordinance, the Planning and Zoning Commission shall have first had a public hearing regarding the proposed amendment and made an official report to the City Council regarding the Planning and Zoning Commission's recommendation regarding said amendment. Once the Planning and Zoning Commission has made its official report, any further review by the Planning and Zoning Commission shall not be required unless city council elects to refer a matter back to the Planning and Zoning Commission for further review.

FINDINGS FOR STAFF RECOMMENDATION:

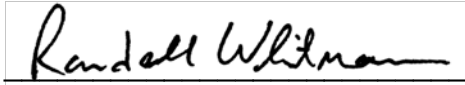
1. The proposed Grant Avenue Parkway District is consistent with the recommendation of the approved Grant Avenue Corridor District Plan to establish creative zoning regulations that promote reinvestment and redevelopment that leverages the new Parkway as an asset.
2. Approval of this district, along with the accompanying zoning case, will lay the foundation for the redevelopment of the corridor.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 3, 2021 and recommended approval, by a vote of 8 to 0, of the *Grant Avenue Parkway District Standards*.

The Planning and Development staff recommends the request be approved.

Submitted by:



Randall Whitman, Principal Planner

Approved by:



Brendan Griesemer, AICP
Acting Director



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Neighborhood Meeting Summary

Attachment 2, Grant Avenue Parkway District Standards

EXHIBIT A

RECORD OF PROCEEDINGS Planning and Zoning Commission – June 3, 2021

Z-11-2021 and Grant Avenue Parkway Corridor Amendment

An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues.

Applicant: City of Springfield

Mr. Randall Whitman states that this is a request to rezone 72.33 acres in the GAP Corridor Plan (Z-11-2021) and establishing the development code for the Grant Avenue Parkway Corridor Amendment and gave an overview of the process.

BUILD Grant – November 2019	GAP District zoning – June 3 -28, 2021
Administrative Delay – January 11, 2021	GAP Rezoning – June 3-28,2021
GAP Concept Plan – February 2021	Administrative Delay - Expires July 22, 2021
GAP Corridor Plan adoption – March 22, 2021	Build Grant Funds Obligated – September 2021

Key Recommendations adopted March 2021 were Transportation framework, Land use framework, Regulatory framework, and Zoning Implementation.

Existing Zoning is RSF – Single-Family Residential, R-TH - Residential Townhouse, R-MD - Medium Density Multifamily Residential, GR - General Retail, CC - Center City, and IC - Industrial Commercial.

Subdistricts

A – Mixed use	College Street to Walnut Street Prioritizes mixed use, complements existing CC- Center City Zoning and brewery Transitional scale from downtown / urban to traditional neighborhood Prioritizes adaptive reuse and conversion of existing structures CC - Bulk and area requirements (minimal) Max front setback – 10' Min height – 3-stories
B – Mixed use, multi-family, adaptive reuse	Walnut Street to Elm Street Mixed use, mixed residential, live-work, and commercial / office Transitional area between sub-districts / downtown and neighborhood Prioritizes adaptive reuse and conversion Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories
C – Mixed use, multi-family, and neighborhood-scale commercial	Elm Street to Mt. Vernon Street Mixed use, mixed residential, live-work, and commercial / office, Targeted neighborhood scale-commercial Prioritizes adaptive reuse and conversion

	Max front setback – 10' Min / max height – 2 / 3 stories
D – Mixed residential	Mt. Vernon Street to Grand Street Mixed residential and live/work Targeted flexibility in housing type and density Transition from higher density residential east to traditional neighborhood - single-family housing Min / Max front setback – 15' / 25' Min / Max height – 2 / 3 stories
E – Mixed use	Grand Street to Catalpa Street Mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 10' / 20' Min / Max height – 3 / 4 stories
F – Mixed use and Multi-family	Grand Street to Catalpa Street Multi-family, mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories

Grant Avenue Parkway District (All)

- Provisions specific to conversion of existing structures.
- No maximum housing densities established.
- Parking is not allowed in front yards or within the front setback.
- No parking required for commercial or non-residential use.
- Strongly discourage access to Grant Avenue, requiring cross access easements and shared access where possible.

Applying the Standards

Awnings and Canopies: Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade. Rounded or hooped awnings/canopies shall be prohibited.

Transparency: The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way with the exception of alleys shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street on at least forty (40) percent of the subject façade. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.

Story Height: The height of the first floor of new development shall be consistent with the height of the first floor of existing adjacent development and shall be emphasized using storefronts and architectural features.

Key Distinctions

- Mix of uses at nodes along the parkway, creating pedestrian-oriented neighborhood and downtown destinations for products and services.
- Detached signs allowed in limited areas.
- No commercial parking lots, except in area A.
- No required commercial parking calculation – focused and designed for the pedestrian.
- Artisan manufacturing is a new, encouraged use.
- Place is prioritized over use.

Community Input and Priorities

Neighborhood Meetings – May 5 & 19, 2021

- Over 80 individuals participated in the two combined events (in-person and remotely)
- Fielded numerous Parkway questions and anticipated impacts to adjoining properties
- Concerns about congestion, traffic, and parking
- Proponents, some frustrated in being left out of the zoning change or problem properties excluded

Grant Avenue Corridor Planning Input

- Connections to parks, greenway, and schools
- Participants supportive of proposed use mix and desired form
- Impact on the neighborhood character and fabric

Forward SGF – 2019-2020

- More walkable, livable integrated commercial districts in neighborhoods
- Diversity in housing types, affordability, and availability
- Beautification and higher quality development
- Bold leadership-commitment to big, transformational decisions

Ms. Broekhoven asked about blighted designations in the corridor.

Mr. Griesemer stated that there are blighted properties, however the City has not done blight study but would like to complete one.

Ms. Bruce asked about setbacks and street front. Do the minimum setback allow for cases for street seating (restaurant) and if addressed for the district.

Mr. Whitman stated that the frontage types are defined and there are requirements that will allow out-door seating and it is addressed in the reports.

Mr. Rosenbury said the sections look real like residential and do apply for first floor for a commercial building but could be carved out for frontage type, i.e., out-door dining.

Mr. Colony asked about current zoning for the district.

Mr. Whitman stated that there are various zoning types throughout the subsections.

Mr. Bill Knuckles asked about the subsections and how to support the commercial uses with parking.

Mr. Whitman stated this plan does not address parking as the entire corridor is catered toward neighborhoods, downtown, and pedestrians for walking and do not have the parkway design yet but has the design code for parking.

Mr. Rosenbury stated that they are not requiring certain minimum for parking.

Mr. Coltrin commended staff and if the staff ever envisions a request for a variance in the corridor.

Mr. Whitman said that they have addressed various provisions, and this is a foray into new codes and standards and hoping that the development community will step-up and they have had a lot of new interest and investments.

Mr. Colony asked about the standards for lighting.

Mr. Whitman said that they have addressed light pollution within the code and Mr. Hosmer noted the standards.

Mr. Doennig opened the public hearing.

Ms. Patricia Neff, 632 W. Mt. Vernon had a question on the letter that she received stating that the Planning and Zoning Commission will not rezone her property.

Mr. Hosmer clarified the statement saying that Planning and Zoning does not rezone, however they do make a recommendation and is forwarded to the City Council.

Mr. Bentley Dyer, 1143 W. Highland asked about a bufferyard and alley, he wondered if there will be any regulations or provisions for a bufferyard on the property due to parking and traffic being moved to the back noting possible residential up against a possible 4 story building because there will not be a buffer zone. He also asked about the lot that was given to the Parks Department and if it would be turned into something.

Mr. Hosmer stated that they are no buffers for an alley unless it was vacated and noted that the lot mentioned belongs to the Parks Department and will remain with Parks.

Mr. Whitman also noted that they have several bufferyard requirements in the district and if they get redeveloped then they would have to add a bufferyard, fence, etc., in this case.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: (Z-11-2021)

Mr. Jobe motioned to **approve** Z-11-2021 (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

COMMISSION ACTION: (Grant Avenue Parkway Corridor Amendment)

Ms. Bruce motioned to **approve** the Grant Avenue Parkway Corridor Amendment (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed in a rectangular box.

Bob Hosmer, AICP
Planning Manager

Exhibit B



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

June 3, 2021

June 14, 2021

CASE: GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-112021

STAFF: Randall Whitman, Principal Planner
417-864-2027

PROPOSED MOTION: To adopt the GAP, Grant Avenue Parkway District Text Amendment as a new zoning district and to approve Zoning Case Z-11-2021 as submitted in the staff report.

Required vote is a majority of those present (5 members are a quorum)



SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

In November 2019, the City of Springfield received notice of award of a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020 enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021 expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

Development Review Staff Report



The goal of the Grant Avenue Parkway Corridor Plan, District and rezoning of identified properties is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

The GAP District, like the Corridor plan, will apply to those areas adjacent to the Parkway from College to Catalpa Streets that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street. The Grant Avenue Parkway District is intended to promote reinvestment and redevelopment that leverages the new Parkway as an asset by providing greater flexibility to achieve high-quality design and foster sense of place.

The proposed GAP District prioritizes place over use, allows for greater flexibility of uses, enhances development and design standards, and streamlines development approval through thirteen main sections that comprise the District as shown below.

- | | |
|--|------------------------------|
| 1. General Provisions | 8. Off-Street Parking |
| 2. GAP District purpose and intent | 9. Landscape |
| 3. Established of Subdistricts A through F | 10. Screening |
| 4. Bulk Standards | 11. Signs |
| 5. Permitted and Conditional Uses | 12. Outdoor Lighting |
| 6. Use Specific Standards | 13. Site Plan Review Process |
| 7. Building, Orientation, Siting, and Design | |

This report highlights the sections of the GAP District that differ significantly from existing zoning regulations. The standards established in the GAP District control building architecture and design, allowed density and development patterns and other areas that combine to make the district unique.

Establishment of Subdistricts

The Grant Avenue Parkway District is comprised of unique character areas with varying patterns of development, architectural styles and visions as established in the Corridor Plan. To better regulate these areas, the GAP District is divided into six subdistricts, Subdistricts A through F. The purpose for the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subdistrict A: Generally located from College Street to Walnut Street at the north end of the GAP District. This area is prioritized for mixed-use development. New development in this area shall complement nearby downtown urban-scale development and provide for integration of these uses into a more traditional neighborhood form.

Subdistrict B: This subdistrict is generally located from Walnut Street to Elm Street and is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. This subdistrict also accommodates mixed-use or multifamily residential development to create a seamless transition to adjacent subdistricts.

Subdistrict C: This subdistrict is generally located from Elm Street to Mt. Vernon Street and is intended to be a local-serving mixed-use neighborhood center that is compatible with the West Central Neighborhood. This subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

Subdistrict D: This subdistrict is generally located from Mt. Vernon Street to Grand Street and is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.

Subdistrict E: This subdistrict is generally surrounding the Grant and Grand and Grant and Catalpa intersections is intended to accommodate local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and the connection to the Fassnight Creek Greenway trail.

Development Review Staff Report



Subdistrict F: This subdistrict is generally located along Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue and is intended to accommodate higher density residential and mixed-use development to support adjacent neighborhood retail nodes.

Bulk Standards

The proposed Bulk Standards, shown in Table 36-487, are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the Parkway by bringing the buildings forward to the street and requiring parking to be placed behind the building, particularly in Areas A, B, C, and E where mixed-use development is allowed and encouraged. The setbacks proposed in Subdistricts D and F are more reflective of residential development and are more compatible with existing residential development.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. There is not a maximum height proposed within subdistrict A to be consistent with the relaxed height requirements in the existing CC, Center City zoning on property within subdistrict A. The other subdistricts are restricted to a maximum height of 3 stories in subdistricts C and D and 4 stories in subdistricts B, E and F.

Permitted and Conditional Uses

Table 36-488 identifies permitted and conditional uses within each subdistrict. The uses permitted within each subdistrict reflect the unique character of each area and provide for a transition from north to south along the corridor from downtown to the heart of the West Central Neighborhood and then south toward Fassnight Park and the Fassnight Creek Greenway. Subdistrict A, at the northern end of the corridor, accommodates mixed-use development as well as stand-alone retail, entertainment and service uses. Within subdistrict A, artisan manufacturing as well as breweries, wineries and distilleries are also permitted. Multifamily is permitted as part of a mixed-use development. Subdistrict B serves as a transition area into the West Central Neighborhood and accommodates mixed-use development as well as retail and residential uses. Subdistrict C serves as a focal point for the West Central neighborhood and a transition area into the primarily residential portion of the corridor south of this area to Grand Street. Within Subdistrict C, mixed use is encouraged along with a mix of small-scale retail and office conversions and residential uses. Subdistrict D is the mixed residential portion of the corridor. A variety of housing types are permitted within Subdistrict D as well as Bed and Breakfast and general office conversions. Subdistrict E serves as a mixed-use and retail node at Grant Avenue and Grand Street and along Grant Avenue near the entrance to Fassnight Park and the Greenway trail. Both areas are high traffic areas and uses that locate in Subdistrict E are intended to serve patrons along the parkway as well as traffic along Grand and residents in the area. At the southern end of the District, Subdistrict F, provides for mixed-use as well as stand-alone multifamily uses with the approval of a Conditional Use Permit. Stand-alone retail as well as general and medical offices are also permitted within this area.

Building Orientation, Siting and Design

This section establishes the standards that set this district apart from development that can be achieved under the existing zoning. The additional flexibility and creativity that is afforded in the use and design of structures along the corridor is in exchange for development standards intended to ensure a high-quality design that fosters a sense of place along the corridor. This section of the district establishes the mixed-use and multifamily building types and outlines the frontage type standards that development within the district must incorporate. The frontage types range from different porch types (Projecting, Engaged, Integral), commonly found on residential structures to a forecourt and shopfront, which are more appropriate for mixed-use or non-residential buildings. All the frontage types are aimed at creating interest and a focal point for buildings to address the street as all buildings are required to be oriented toward Grant Avenue or the primary street if the building is located on a side street. This section also establishes exterior building materials that can be used within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the corridor.

Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are included in this section, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create

Development Review Staff Report



visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Off-Street Parking

Off-street parking within the district is required to be located to the rear of the principal building and accessed from a side street, alley, or access easement. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along Grant Avenue and side streets to a minimum. Off-street parking is not required in Subdistrict A and for non-residential uses in Subdistricts B, C, D, E, and F. This is comparable to the current off-street parking requirements in the CC, Center City District for the downtown area and is intended to foster a more pedestrian, walkable, and bikeable corridor.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development. Just as in the current zoning regulations, there are requirements for parking lot perimeter and interior landscaping and buffer area (bufferyards) and screening. However, the standards contained in this district call for additional plantings along the perimeter and interior of development sites to create an overall softening of development and to create visual appeal as well as supporting stormwater management where appropriate. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses. In addition to the other landscaping requirements, this district introduces the concept of a building foundation area for all non-single-family development, unless the development is built with a zero-foot setback. The building foundation area is an additional landscaped area at the base of buildings to further promote a softening effect of development and is designed to frame architectural features and to visually soften the expanse of walls.

Signs

This district has a robust, more restrictive sign section, including standards for a variety of signs that are permitted, both permanent and temporary, within the district. Permanent signs include wall, awning or canopy, projecting, window, and on-site directional signs. Temporary signs include banner, sidewalk, window, yard, and post signs. The permitted signs are intended to complement development along the corridor while not creating visual clutter along the Parkway. The district will prohibit certain signs such as electronic message boards, roof signs and billboards or off-premise signs.

The accompanying zoning case, Z-11-2021 will rezone the subject properties along the Grant Avenue Corridor to the newly created Grant Avenue Parkway District, Subdistricts A through F. if approved.

Approval of the proposed GAP District and zoning case Z-11-2021 will fulfill the implementation of the recommendations of the Grant Avenue Parkway Corridor Plan by establishing the regulatory standards necessary to accommodate and promote appropriate development along the Parkway and rezone the subject properties so that development along the parkway can occur without additional processes or delay.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Grant Avenue Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan recommends a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

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

Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

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

STAFF COMMENTS:

Staff recommends approval of the Grant Avenue Parkway District as a new zoning district.

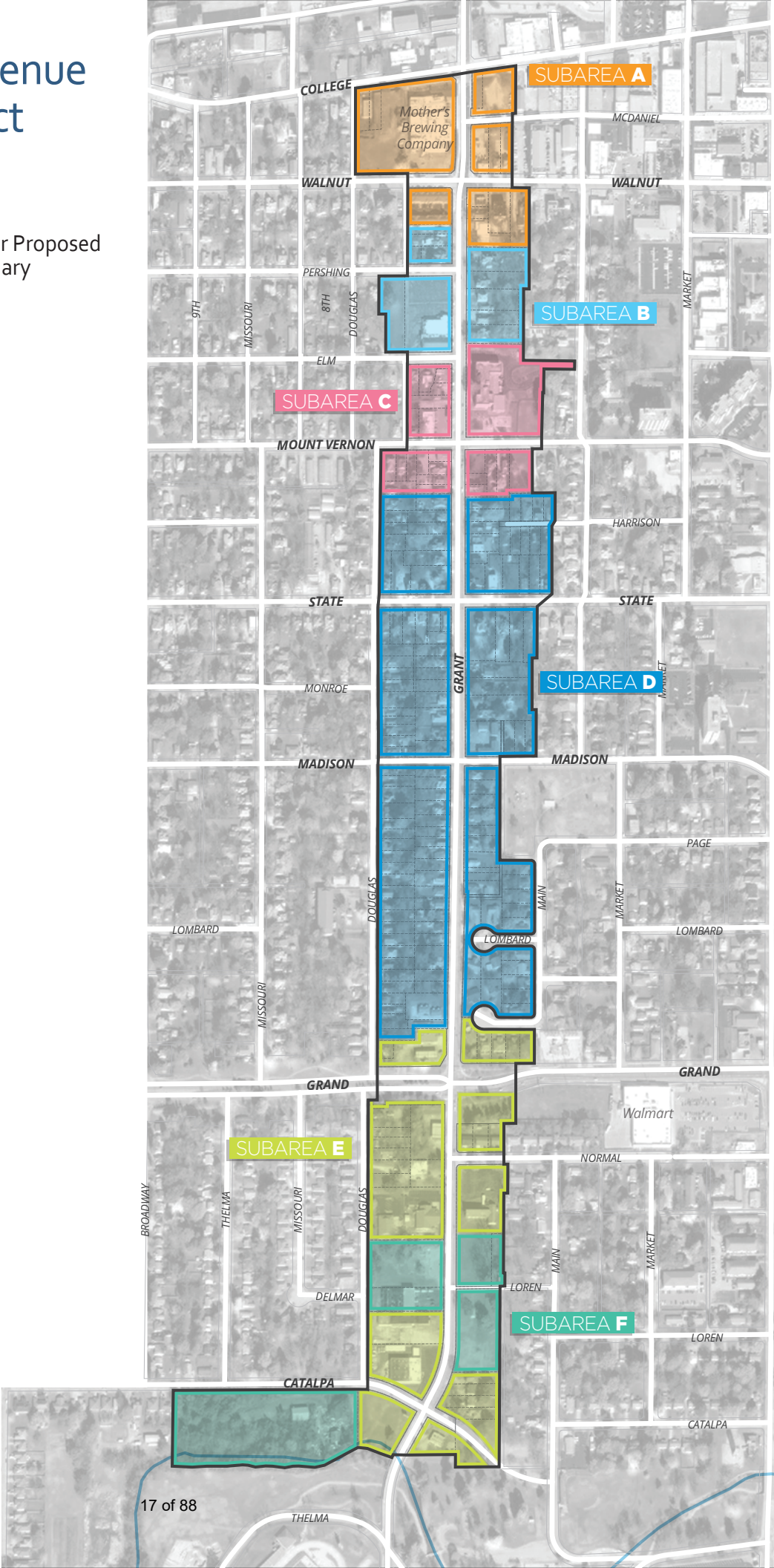
Staff recommends approval of Zoning Case Z-11-2021.

PUBLIC COMMENTS:

In addition to the multiple meetings held regarding the Grant Avenue Parkway Project, two neighborhood meetings were recently held, on May 5, 2021 and May 19, 2021, on this proposed district and accompanying zoning case where information was shared with attendees and feedback was received. The attendance list and summary of the meetings is attached.

Proposed Grant Avenue Parkway District

Legend:  Grant Avenue Corridor Proposed District Boundary



Neighborhood Meeting Report

Two (2) neighborhood meetings were hosted to collect feedback and review the proposed Grant Avenue Parkway (GAP) District regulations and subsequent rezoning.

- Grant Avenue Parkway District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021
- Grant Avenue Parkway District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



The standard meeting letter and a postcard were sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes.

31 individuals joined the meeting remotely and 25 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne made a brief presentation and provided an overview of the proposed zoning regulations and area impacted by the zoning change. Following the presentation, city staff facilitated a short group question and answer session, afterwards one-on-one discussion (in-person and remotely) was conducted with individual meeting attendees.

Summary of Feedback and questions:

- Despite explanation to guests that the meeting was about the creation of a new zoning district and rezoning of property, many questions were asked about the Parkway, itself.
- Questions asked about Grant Avenue widening and traffic congestion, property impacts and acquisition, design, and commitment and assurance of completion and follow-through. While general answers were provided, City Staff encouraged the group to focus on the zoning and someone would answer specific Parkway questions independently.

- Many or nearly all in attendance were in support and excited about the project and did not protest the zoning or creation of the new district. The only comment card left said *“I’m in full support of the Grant Avenue Parkway Plan. I believe that the GAP District is extremely well thought-out and I’m excited for what the Parkway will do for Springfield. I sincerely hope that the City can pursue additional federal grants in the future.” Andrew Doolittle*
- One guest raised concern for public safety, as the neighborhood and specific areas along the Parkway are dangerous and crime-ridden. City Staff encouraged the resident to get further involved in forming an association in the Parkcrest Neighborhood and work with residents and City Police.
- Question was asked about the continuation of existing uses, specifically residential and how the new GAP district would address non-conforming uses. Consultants and City Staff explained non-conforming uses and existing uses would be allowed as specified in the existing zoning code.
- Question was asked about the impact the rezoning and housing expansion would have on congestion, on-street parking and traffic. Staff explained this was a reality, given the proximity to downtown and the urban nature of the project and rezoning would likely impact these things and in-time, but the city and neighborhood could work together to study the situation and possible strategies to mitigate the same, if it became a problem. Enforcement and possible parking districts, public lots, etc.
- A question or concern was raised with the impact on flooding, as increased development would bring new stormwater problems to the area. City Staff explained that new development would have to provide and address increased run-off.
- A question was asked about the application of bufferyards on properties proposed for rezoning but would remain residential in nature. City Staff agreed to look closer into the specific application of bufferyards.
- Desire to have maximum height limits removed for Subdistrict A, due to its proximity to downtown (City Staff tentatively agreed and would ensure this was addressed).
- Frustration expressed by an adjoining property owner on the 1100 block of south Main Street, because his properties were not included in the rezoning request. City staff apologized and explained the zoning mainly only targeted a limited impact area, but future rezoning of his property could be considered for an alternative use.
- Resident of Mt.Vernon asked to have “Bed and breakfast” as permitted use group added to Subdistrict C. City Staff tentatively agreed and would ensure this was addressed.
- Residents expressed concern for the height of new development towering over other properties and invading privacy. City Staff explained the proposed height standards were not that less restrictive than what was currently allowed by existing zoning. City Staff agreed to look more closely at how the requirements could reduce the impact.

Attendance for the GAP District Neighborhood Meeting No.1 - May 5, 2021

Zoom Attendance

Danny
C Brody
Stephanie
Neila Seda
Sonia Hardshy
Larry
Mal Bailey
Michael Carlie
Gabrielle
Mark O' Hara Hoeir Schaudt
Ben Cummings
Kimberley
Rob Gray
1-417-343-5285
Debbie Goodwin
Drew Kifer
Neddra Moore
Galaxy s9
1-417-693-1996
Trent with Notched Properties
Julie MacDonald
Rogue Barber Co
Sonja Anderson
Iphoneguy

City Staff and Consultants present or participating in the meeting

Tim Rosenbury, City of Springfield/CMO
Brendan Griesemer, City of Springfield/Planning
Bob Hosmer, City of Springfield/Planning
Alana Owen, City of Springfield/Planning
Ben Tegeler, City of Springfield/Planning
Randall Whitman, City of Springfield/Planning
Cora Scott, City of Springfield /PIO
Kristen Milam, City of Springfield / PIO
Nik Davis, Houseal Lavigne
Brandon Nolin, Houseal Lavigne
Jackie Wells, Houseal Lavigne
Steve Prange, Crawford, Murphy and Tilley
Francine Pratt, Pratt Consulting

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



A postcard was sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes. 43 individuals requested the zoom link and were formally invited to attend via the remote meeting option.

23 individuals joined the meeting remotely and 5 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne were available for both groups to answer questions and discuss the proposed zoning code amendments and rezoning. One-on-one discussion (in-person and remotely) was conducted with individual meeting attendees with a come and go format.

Questions/Concerns raised:

- Questions about how non-conformities are handled – would existing porches on homes need to be brought into compliance and would an addition on a house need to comply with requirements. Staff explained there would not be any mandated property upgrades to existing residences or business. Site or building improvements or/and compliance with the new code would only be required if new development, change in use, or substantial improvements were made.
- Question about lighting standards and how they compare with other cities. Staff explained the lighting requirements are likely comparable, shields or structural cut-off devices on fixtures would be required to reduce light pollution.
- Question about landscaping and how this differs from existing landscaping requirements and whether it requires native landscaping. The landscaping requirements included in the proposed ordinance exceed what is required by the city's current ordinance on all levels. Bufferyards, perimeter, interior parking lot and foundation plantings focus on including more trees, shrubs and native grasses to provide increase the curb appeal adjacent to the parkway, as well as screen and buffer dissimilar uses, site fixtures and features from new, non-residential development.

- It was recommended that the district be expanded to incorporate the existing homes on the west side of Douglas south of Grand Street. In several locations, adjoining property owners have requested inclusion into the district. It was explained the zoning is supported by preliminary land uses for mixed residential and mixed use in the larger area surrounding the Grant Avenue Corridor.
- Question about whether farm stands would be permitted in Subdistrict D. The owner feels strongly they should be permitted. That topic was reviewed, and seasonal sale of home grown produce and flowers, from a “Farm Stand” would be allowed with restriction; frequency, duration, signage and products available for sale would be limited to agricultural products grown on site, as a part of a home occupation.
- Question about artisan manufacturing and how this differs from making art and selling out of home in Subdistrict D. Would someone be able to sell art out of home in Subdistrict D. Need to clarify home occupation uses. Artisan manufacturing is different than a live work or home occupation. Artisan manufacturing would not be permitted in the residential Subdistrict D. Home occupations are allowed in all six (6) subdistricts and Live Work is allowed only in Subdistricts B, C, and D.
- Question about ability to have an accessory dwelling unit in Subdistrict D. Accessory dwelling units are not allowed in D, but multi family is. If designed, so as to address the requirements of the code, more than one dwelling on a lot could be permitted, accomplishing the same.
- Question about why medical marijuana uses are permitted but liquor stores are not permitted. Some medical marijuana related uses are allowed, which are further regulated by the underlying zoning code and state statutes. The city has limitations on restricting manufacturing and dispensaries and those same limitations are present in the six subdistricts. Cultivation, manufacturing, extracting, and testing are permitted only in Subdistrict A. Pubs, micro-breweries, alcohol and marijuana sales and distribution is permitted as a retail use in all districts, but D. Package liquor sales is not permitted in any of the subdistricts.
- Question about daycare...whether or not this was a daycare center or in-home daycare. Daycares are limited to subdistrict C, largely because the church and school represent locations where that could be a viable accessory use. In-home daycares are not permitted in any of the subdistricts.

Attendance for the GAP District Neighborhood Meeting No.2 - May 19, 2021

Zoom Attendance

Candace Faith
 Ben Cummings
 Guy Mace
 Brad Erwin
 Brandon Biskup
 Dacy Mulcahy
 John Cromer
 Jackie Rehwald

Kaitlin Page
Mark O'Hara – Hoerr Schadt
Neddra Moore
Rusty Worley, West Central Neighborhood
Jim Schuessler
Nancy Evans
Stephen Evans
Keith Ray Mackie
Sarah Davis

Sawyer
Jonathan and Lori
Galaxy Tab E

City Staff or consultants working on behalf of the City:

Alana Owen, City of Springfield
Jackie Wells, Houseal Lavigne
Steve Prange, CMT
Brian Eads, CMT

grant avenue parkway

COMMUNITY ENGAGEMENT

29

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant Ave	yes
Nick Newman	nick@newman-ent.com	507 S. Grant	Y
JOSEFA ROBERT	Katrina.robert7@gmail.com	938 W. Walnut	Y
Alan Neff	Patricia Neff	632 W. Mt	Y
Keith Ray Mackie	keithrmackie@col.com	1101 S. Broadway	Y
CRIS PARK	crispark@att.net	730 W ELM	Y
Kay Lawrence	LawrenceKay@SBCGlobal.com	816 W. State	Y
Jeramy Jackson	jackson@greatriv.com	2826 S. Ingram Mill Springfield, mo 65804	Y
Tim Schoenhoff	tschoenhoff@greatriv.com	" "	Y
Mike Beam	mbeam@greatriv.com	" "	Y
Bob Sterling	bgsterling49@yahoo.com	822 W. Monroe	Y

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Bruce Bossi		1049 S Main	Yes
Jeff Schrag	jschrag@mothersbrewing.com	215 S. Grant	Yes
Brooke Evans	blevans@murney.com	921 S Grant 812 S. Grant	YES
Scott Bratcher	scott@subratcher.com	818 S Grant	YES
Justin Guss	m22evans@gmail.com	921 S Grant	Yes
Candace Faith	candacefaith@gmail.com	Grant St. 1030 W Catalpa St	Yes
Joe Sutton	Joessutton2016@gmail.com		Yes
Vicki Cola	vickiann7777@gmail.com	863 S. Main Ave	yes
Mary Kunda	MKunda@yah.com	1521 S Grant	yes
Phyllis Netzer	Pnetzer50@gmail.com	845 S. Missouri Ave	yes
Andrew Dodittle	andrew@verett-homes.com	3131 E Wilshire Dr	Yes

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COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Joe Costello	joe@joe costello.com		
Bruce Cooney	Bruce@community.com	2117 S. HILLCREST AVE 658057	✓
Jeff O'Neil		6325 Grant 65806	✓
Cameron LaBarr	cameronlabarr@gmail.com	65806	✓

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 19, 2021

Name	Email	Address	Receive Future Notifications
Bob Sterling	b9sterling@yahoo.com	822 W Monroe 2026 S. Ingram Mill Rd Spfld, MO 65804	Yes
Jerany Jackson	jackson@greatriv.com	" "	Yes
Mike Beaty	mbeaty@greatriv.com	" "	"
Nancy & Tom Dornan	nancydornan715@gmail.com thomasdornan@sbc.com	802 S. Kichapoo 65804	Yes
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant 65804	yes
Suzie Turner	sturner@signalstrength.net	Delaware Nigh.	yes
Jim & Darcie	darciegrisham@yahoo.com	620 S. Grant	yes

Division 7. Grant Avenue Parkway District Standards

36-486. General Provisions

- (1) **GAP District Generally.** The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the Department. In case a property is included in two (2) or more Subdistricts, and the provisions of which conflict, the provisions of the more restrictive Subdistrict shall apply.
- (2) **GAP District Purpose and Intent.** The purpose of the GAP – Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP District is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new Parkway as an asset.
- (3) **Establishment of Subdistricts.**
 - (a) **Subdistricts Generally.** The GAP District is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six (6) subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
 - (b) **Grant Avenue Parkway District Subdistricts.**
 1. **Subdistrict A.** Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP District, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
 2. **Subdistrict B.** Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent Subdistricts A and C.
 3. **Subdistrict C.** Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
 4. **Subdistrict D.** Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
 5. **Subdistrict E.** Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
 6. **Subdistrict F.** Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

- (4) **Figures.** Figures are included in this Division to clarify written text. In the case of conflict between the figures and written text within this Division, the written text shall govern.
- (5) **Definitions.** The definitions included in **Table 36-486(5) Definitions** shall be utilized in the interpretation of this Division. If a term is utilized in this Division and is not defined in **Table 36-486(5) Definitions**, the definitions included in Division 2 of Article III of The City's Land Development Code shall be utilized.

Table 36-486(5) Definitions	
Term	Definition
<i>Artisan Manufacturing</i>	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
<i>City of Springfield Grant Avenue Parkway Corridor Plan</i>	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
<i>Department</i>	The Planning and Development Department of the City of Springfield, Missouri.
<i>Farm Product</i>	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
<i>Farm Product, Value Added</i>	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
<i>Farm Stand</i>	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
<i>Food Truck</i>	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
<i>Grant Avenue District</i>	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
<i>General Office, Conversion</i>	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
<i>Non-Agricultural Item</i>	Any item offered for sale other than farm products and value-added farm products.
<i>Restaurant, Delivery/Carry-out only</i>	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
<i>Seasonal Sales</i>	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
<i>Sign, Awning or Canopy</i>	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
<i>Sign, Banner</i>	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
<i>Sign, Billboard</i>	Any sign that displays sign copy based on a temporary lease or rental agreement between the sign owner/operator and the sign copy content creator or owner.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Box</i>	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
<i>Sign, Electronic Message Board</i>	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
<i>Sign, Feather</i>	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
<i>Sign, Monument.</i>	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
<i>Sign, Moving, Rotating, or Animated.</i>	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
<i>Sign, Nonconforming</i>	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
<i>Sign, Off-Premises</i>	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
<i>Sign, On-Site Traffic Directional</i>	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
<i>Sign, Permanent</i>	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
<i>Sign, Post</i>	A freestanding, moveable sign affixed to the ground with one (1) or no more than two (2) wood stakes or poles with an arm from which the sign hangs.
<i>Sign, Prohibited</i>	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
<i>Sign, Projecting</i>	A sign, other than a wall sign which is attached to and projects more than one (1) foot, generally perpendicular from a structure or building face.
<i>Sign, Pylon or Pole</i>	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
<i>Sign, Sidewalk</i>	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
<i>Sign, Snipe</i>	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
<i>Sign, Temporary</i>	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be considered as temporary.
<i>Sign, Wall</i>	A sign mounted parallel to a building facade or other vertical building surface.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Window</i>	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot (1') of the interior of a window, which can be seen through the window from the exterior of the structure.
<i>Sign, Yard</i>	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
<i>Solar Energy Collection System, Canopy</i>	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
<i>Solar Energy Collection System, Roof Mounted</i>	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
<i>Title Loan/Short-Term Lending</i>	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
<i>Use Specific Standards</i>	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

(6) **Site Plan Review Process.**

- (a) **Applicability.** Development within the GAP District shall be required to certify compliance with all applicable provisions of this Division through the Site Plan Review process established in Section 36-360.
- (b) **Submittal Requirements.** In addition to the submittal requirements detailed in Section 36-360 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.
- (c) **Review Criteria.** In addition to the review criteria detailed in Section 36-360 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

36-487. Bulk Standards

Table 36-487. Bulk Standards addresses the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories)	3	3	2	2	3	3
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						

Figure 1: Required Yards

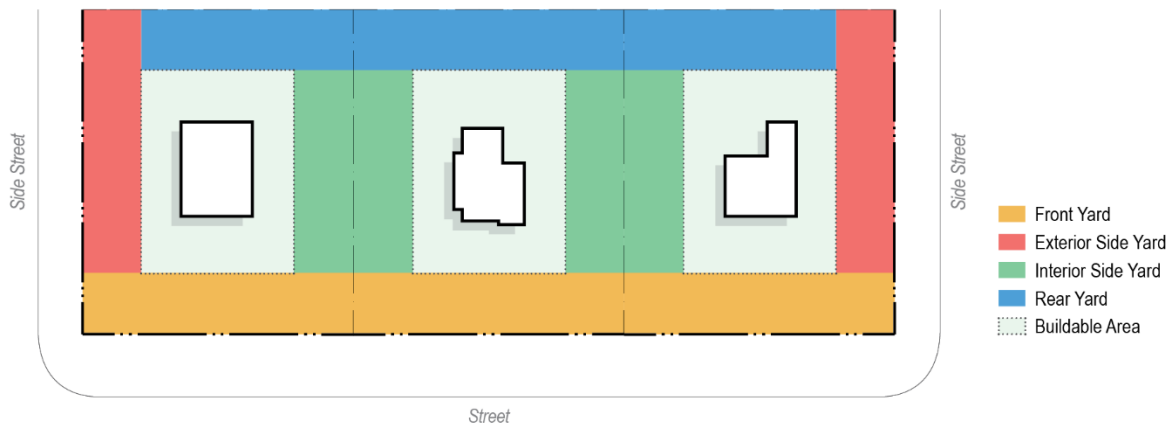
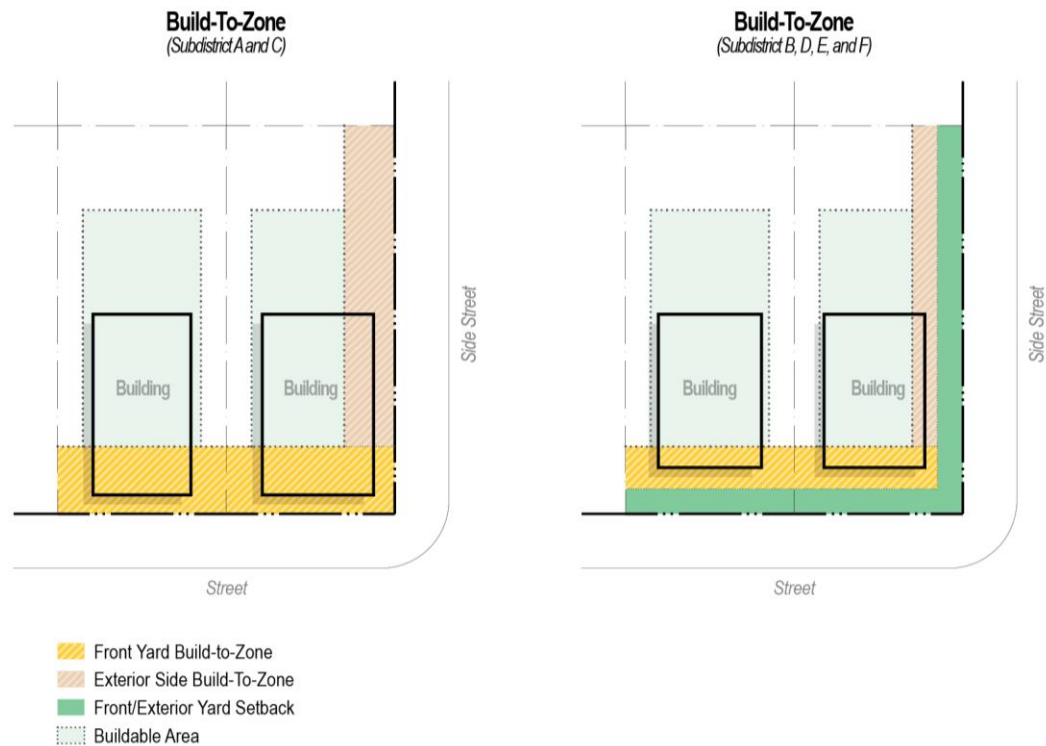


Figure 2: Build-To-Zones



36-488. Permitted and Conditional Uses

The following key is to be used in the interpretation of **Table 36-488. Permitted and Conditional Uses** below.

- (1) **Permitted Uses.** Uses which are marked as “P” in the table shall be allowed subject to all applicable regulations of this Article.
- (2) **Conditional Uses.** Uses which are marked as “C” in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 36-363.
- (3) **Prohibited Uses.** A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) **Uses Not Listed.** If a proposed use is not listed in the tables, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) **Additional Regulation.** If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily			C	C	P		P
Dwelling, Multifamily above ground floor as a part of mixed use		P	P	P		P	P
Dwelling, Multifamily conversion	36-489(2)		P	P	P		
Dwelling, Single-Family Attached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(3)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(4)		P	P	P		
Hotel	36-489(5)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail & Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sqft		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sqft		C	C				
General Retail Use Group, less than 10,000 sqft		P	P	P		P	P
General Retail Use Group, greater than 10,000 sqft		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Pawn Shop							
<i>Commercial Service & Office Uses</i>							
Daycare				P			
Personal Service Use Group, less than 10,000 sqft		P	P	P		P	
Personal Service Use Group, greater than 10,000 sqft		C	C				
Medical / Dental Office		P	P	P		P	P
General Office		C	C	C		C	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(6)		P	P	P		
Title Loan / Short Term Lending							
<i>Eating & Drinking Uses</i>							
Restaurant / Bar / Brewpub		P	P	P		P	P
Restaurant, Delivery / Carry Out Only		P	P				
<i>Vehicle Oriented Uses</i>							
Autobody Repair / Service Station							
Car Sales / Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(7)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
<i>Industrial Uses</i>							
Artisan Manufacturing	36-489(8)	P	P	P		P	P
Brewery / Winery / Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
<i>Accessory Uses</i>							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display / Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(9)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(10)	P	P	P	P	P	P
<i>Temporary Uses</i>							
Farm Stand	36-489(11)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P

Table 36-488. GAP District Permitted and Conditional Uses

Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Outdoor Display / Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		C	C	C		C	C

36-489. Use Specific Standards

(1) Dwelling, Live Work.

- (a) **Occupancy.** A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
- (b) **Sale or Rental of Portions of Unit.** No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
- (c) **Nonresident Employees.** Up to two (2) persons who do not reside in the live work unit may work in the unit. The employment of three (3) or more persons who do not reside in the live work unit may be permitted subject to Conditional Use Permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable Building Code requirements.

(2) Dwelling, Multifamily Conversion.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to three (3) or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
- (b) **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet. Smaller units may be approved as a Conditional Use.
- (c) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Driveways.** Each dwelling unit shall be served by one (1) common driveway connecting all units to a public road, vehicular cross access drive, or alley.

- (3) **Dwelling, Single-Family Detached Existing.** If a single-family detached dwelling that exists prior to the date of adoption of this Division is destroyed by a natural hazard outside of human control, it may be rebuilt within eighteen (18) months of the incident. After eighteen (18) months, the lot shall be developed in a manner which complies to the standards of this Division.

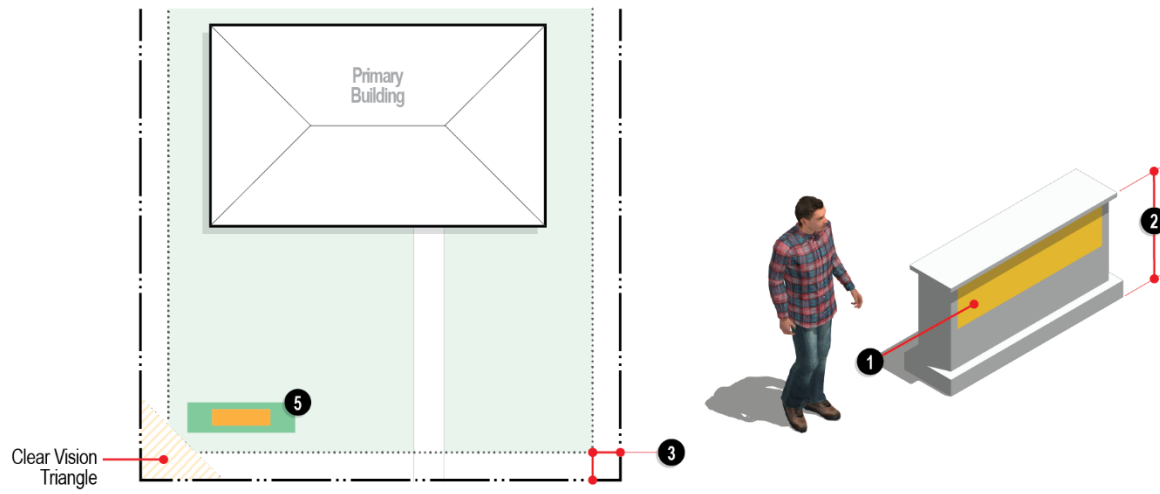
(4) Bed and Breakfast.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the

existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.

- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Guest Rooms.** There shall be a maximum of five (5) guest rooms in the bed and breakfast.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Duration of Stay.** Only short-term lodging shall be permitted, no monthly rentals.
- (f) **Signs (Figure 3).** Bed and breakfast establishments shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe sight distance where driveway curb cuts intersect public rights-of-way.
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.
- (g) **Other Provisions.**
 - 1. There shall be no individual cooking facilities.
 - 2. The operator shall live at the bed and breakfast.
 - 3. A business license shall be obtained annually, and the operator shall verify that the standards established in this Division are still being met.

Figure 3: Bed and Breakfast Monument Signs



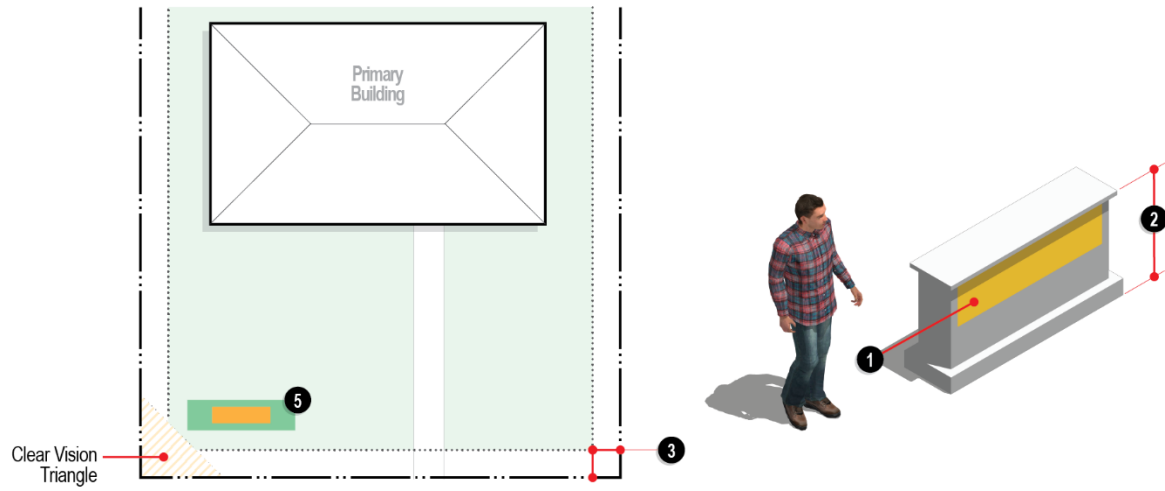
(5) **Hotel.**

- (a) If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.
- (b) Bed and Breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

(6) **General Office Conversion.**

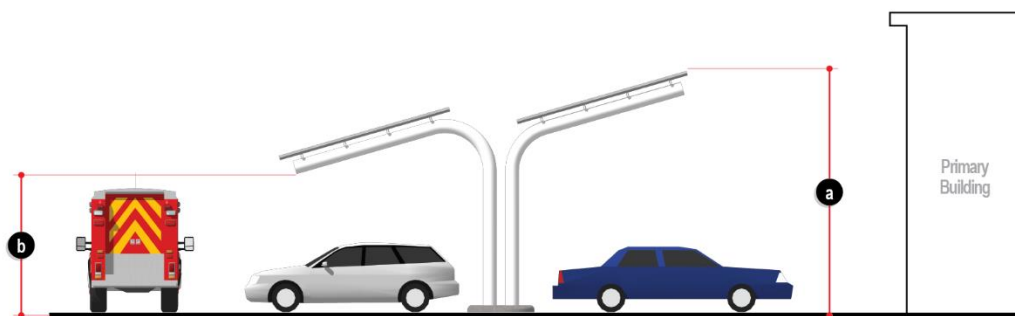
- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (d) **Outdoor Storage.** No outdoor storage shall be permitted in conjunction with a general office conversion use.
- (e) **Signs (Figure 4).** General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-490(1)(f).
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

Figure 4: General Office Conversion Monument Sign



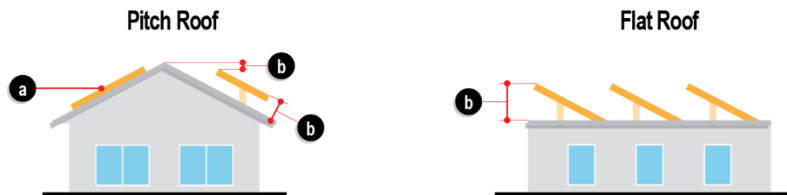
- (7) **Commercial Off-Street Parking Lots.** Commercial off-street parking lots shall provide all of the landscape required in Section 36-492 as well as the screening and landscape elements detailed below in areas adjacent to public rights-of-way, excluding alleys:
- (a) A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required Parking Lot Perimeter Area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - (b) Four (4) understory trees shall be planted for every one-hundred (100) lineal feet of right-of-way adjacent frontage, excluding alley rights-of-way, and shall be clustered at points of pedestrian ingress and egress.
 - (c) Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
 - (d) Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersect public rights-of-way.
- (8) **Artisan Manufacturing.**
- (a) Gross floor area shall not exceed ten thousand (10,000) square feet unless approved as a Conditional Use.
 - (b) Outdoor storage and / or outdoor operations or activities shall be prohibited.
 - (c) Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of fifteen (15) percent of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.
- (9) **Solar Energy Collection System, Canopy (Figure 5).**
- (a) The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
 - (b) The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

Figure 5: Solar Energy Collection System, Canopy



(10) **Solar Energy Collection System, Roof Mounted (Figure 6).**

- (a) Roof mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
- (b) Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond twelve (12) inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond thirty-six (36) inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
 - 1. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
- (c) All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

Figure 6: Solar Energy Collection System, Roof Mounted(11) **Farm Stand.**

- (a) **Farm Products Sold.** Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
- (b) **Farm Stand Structure.** Any structure associated with a farm stand shall:
 - 1. Not occupy greater than one hundred (100) square feet in floor area.
 - 2. Not exceed eight (8) feet in height.
 - 3. Comply with all required setbacks of the primary building.
 - 4. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
- (c) **Hours of Operation.** A farm stand may be in operation between the hours of 7:00 AM and 7:00 PM only.
- (d) **Signs.** No signs, other than signs otherwise permitted for single-family uses as detailed in Table 36-494(3), shall be permitted.

36-490. Building Orientation, Siting, and Design

(1) **All Uses.**

(a) **Building Type.**

1. In Subdistrict E, all new development shall utilize a mixed use building type. A mixed use building type is a multi-story building which accommodates nonresidential uses on the ground floor and residential or nonresidential uses on upper floors.
2. In Subdistrict F, all new development shall utilize a mixed use or multifamily building type. A mixed use building type is as characterized in Subsection 1 above. A multifamily building type is a building with multiple dwelling units that are vertically arranged and accessed by shared/common entrances.

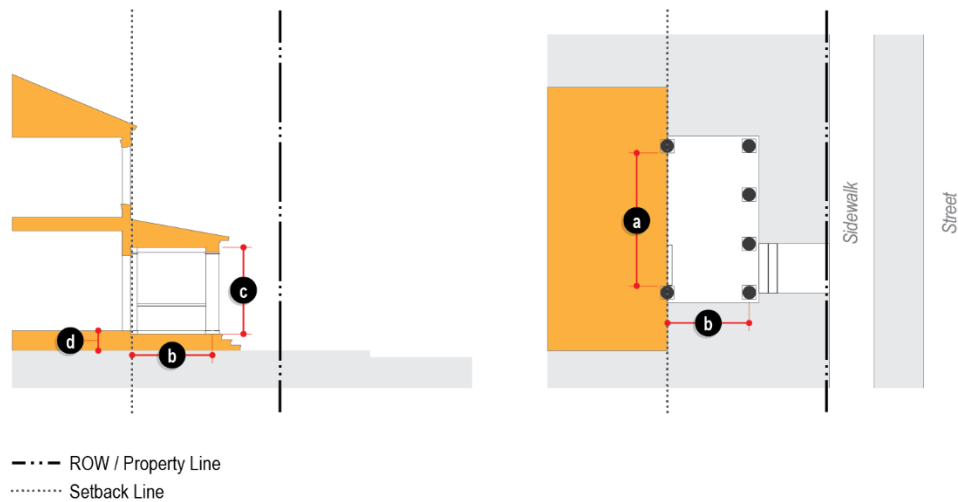
(b) **Building Orientation.** The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

(c) **Frontage Types.** The primary façade of all development shall meet the standards of one (1) of the frontage types allowed in the applicable Subdistrict as detailed in **Table 36-490(1)(c): Frontage Types by Subdistrict.**

Table 36-490(1)(c) GAP District Frontage Types by Subdistrict						
Frontage Type	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Projecting Porch		•		•		•
Engaged Porch		•	•	•		•
Integral Porch	•	•	•	•	•	•
Balcony	•	•	•	•	•	•
Forecourt		•	•		•	•
Shopfront	•	•	•		•	•

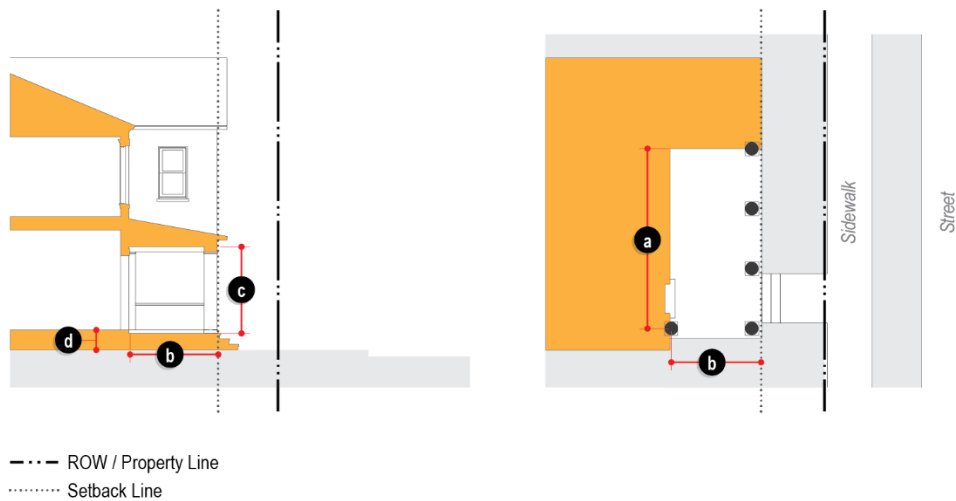
1. **Projecting Porch (Figure 7).** The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three (3) sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.
 - a. **Width.** Ten (10) feet
 - b. **Depth.** Eight (8) feet
 - c. **Height.** Eight (8) feet
 - d. **Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 7: Projecting Porch Frontage Type



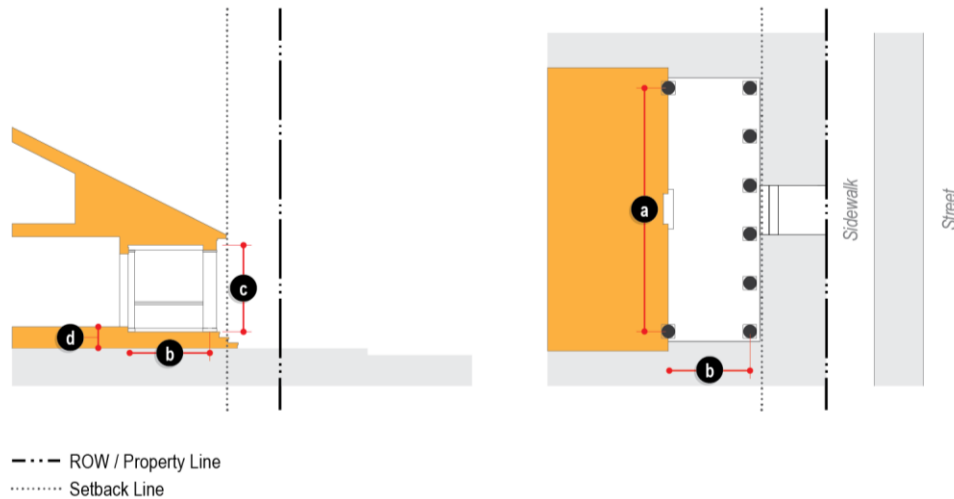
2. **Engaged Porch (Figure 8).** The primary façade of the building is built to the minimum front yard setback, or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two (2) sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
- Width.** Ten (10) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 8: Engaged Porch Frontage Type



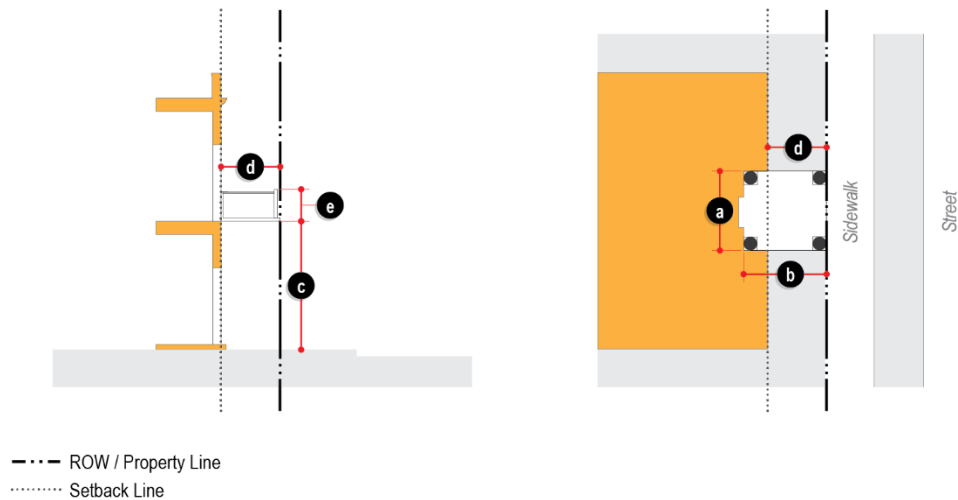
3. **Integral Porch (Figure 9).** The primary façade of the building is built to the minimum front yard setback, or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
- Width.** Eight (8) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 9: Integral Porch Frontage Type



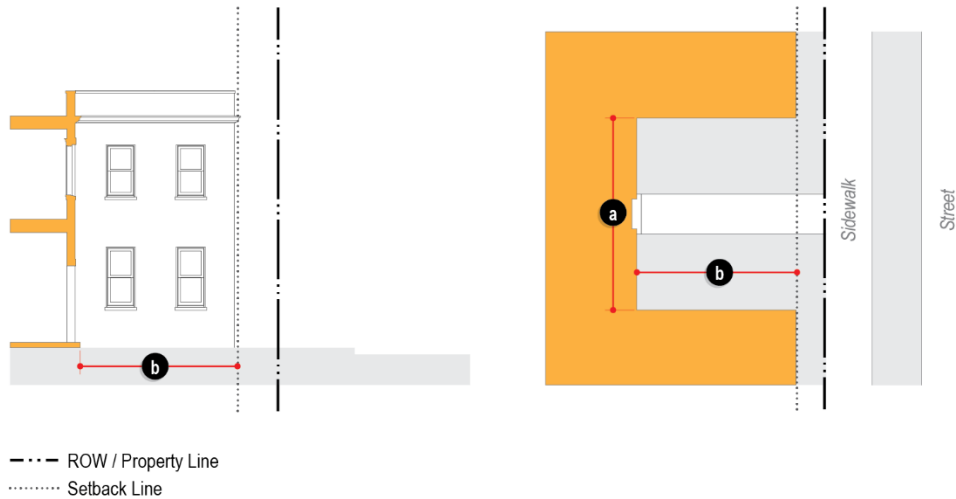
4. **Balcony (Figure 10).** The primary facing façade of the building is set back a minimum of eight (8) feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.
- Width.** Four (4) feet
 - Depth.** Four (4) feet
 - Vertical Clearance.** Eight (8) feet
 - Projection from Building Façade.** Eight (8) feet, maximum
 - Railing Height.** Five (5) feet, maximum

Figure 10: Balcony Frontage Type



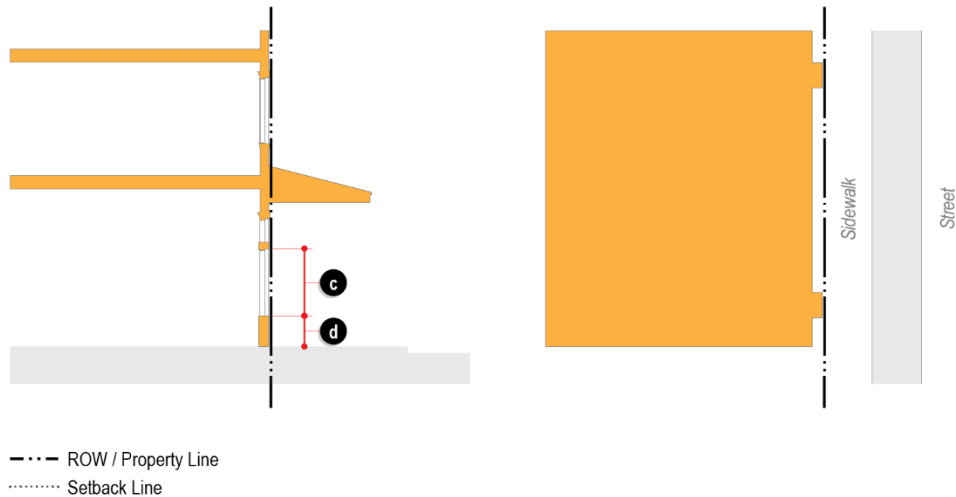
5. **Forecourt (Figure 11).** A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.
- Width.** Twelve (12) feet
 - Depth.** Twelve (12) feet

Figure 11: Forecourt Frontage Type



6. **Shopfront (Figure 12).** The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.
- Window Area.** Sixteen (16) square feet
 - Window Width.** Three (3) feet
 - Window Height.** Four (4) feet
 - Sill Height.** Three (3) feet, maximum
 - Depth of Recessed Entrance.** Five (5) feet, maximum

Figure 12: Shopfront Frontage Type



(d) **Exterior Building Cladding Materials.**

1. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
2. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and elements.
3. In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.
4. A maximum of three (3) exterior building cladding materials may be used.
5. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

(e) **Roof Finishing.**

1. Eaves may expose rafters.
2. Gutters and downspouts may not discharge upon public rights-of-way.

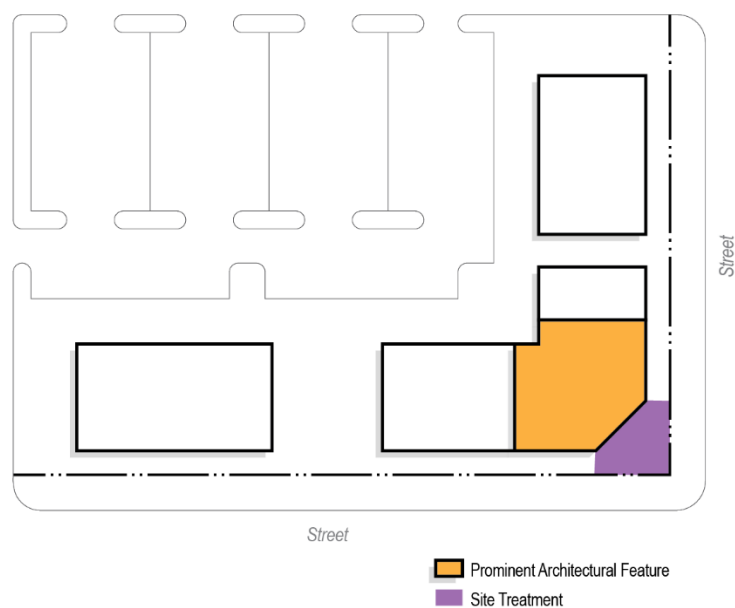
(2) **Single-Family Attached and Detached Uses.**

- (a) **Fences.** Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.
1. **Location.** All fences allowed in this Subsection shall provide safe site distance where driveway curb cuts intersect public rights-of-way.
 2. **Height.**
 - a. Fences in front and/or exterior side yards shall not exceed four (4) feet in height.
 - b. Fences in interior side and/or rear yards shall not exceed six (6) feet in height.
 3. **Materials.** Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of fifty (50) percent. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:
 - a. Vegetation;
 - b. Wood, chemically treated or naturally resistant to decay;
 - c. Wood Composites;
 - d. Aluminum;
 - e. Vinyl/PVC;
 - f. Wrought Iron; and
 - g. As approved by the Administrative Review Committee.

(3) **Multifamily, Mixed Use, and Nonresidential Uses.**

- (a) **Building Siting (Figure 13).** Development located at the corner of two (2) streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

Figure 13: Building Siting



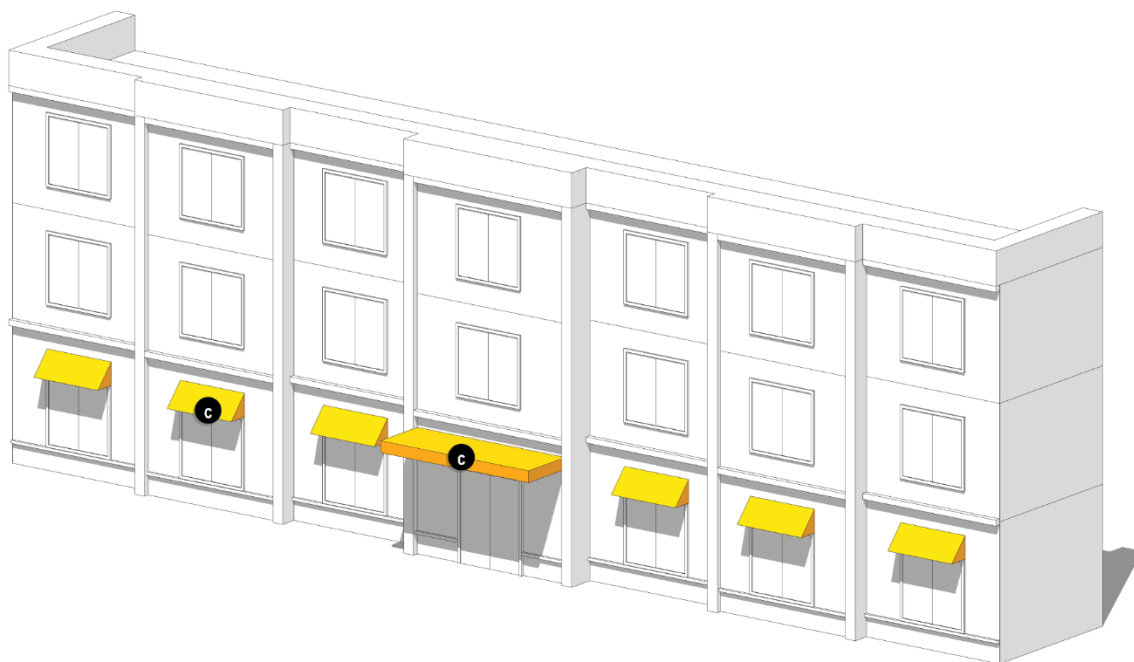
(b) **Transparency (Figure 14).**

1. **Ground Level Transparency.** The ground level of nonresidential or mixed use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.
2. **All Stories Transparency.** All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least (40) percent of the subject facade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for Medical and Dental Office uses.

Figure 14: Transparency

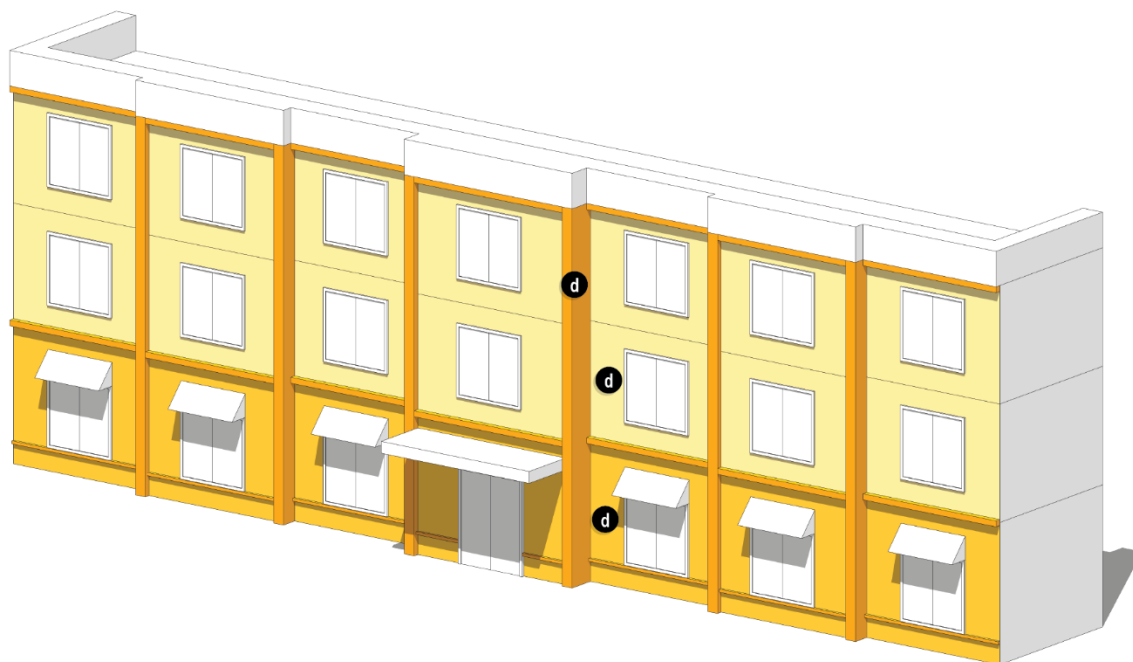
- (c) **Awnings and Canopies (Figure 15).** Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade.

Figure 15: Awnings and Canopies



- (d) **Articulation (Figure 16).** The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-492) breakdown large expanses of flat, unembellished surfaces.

Figure 2: Articulation



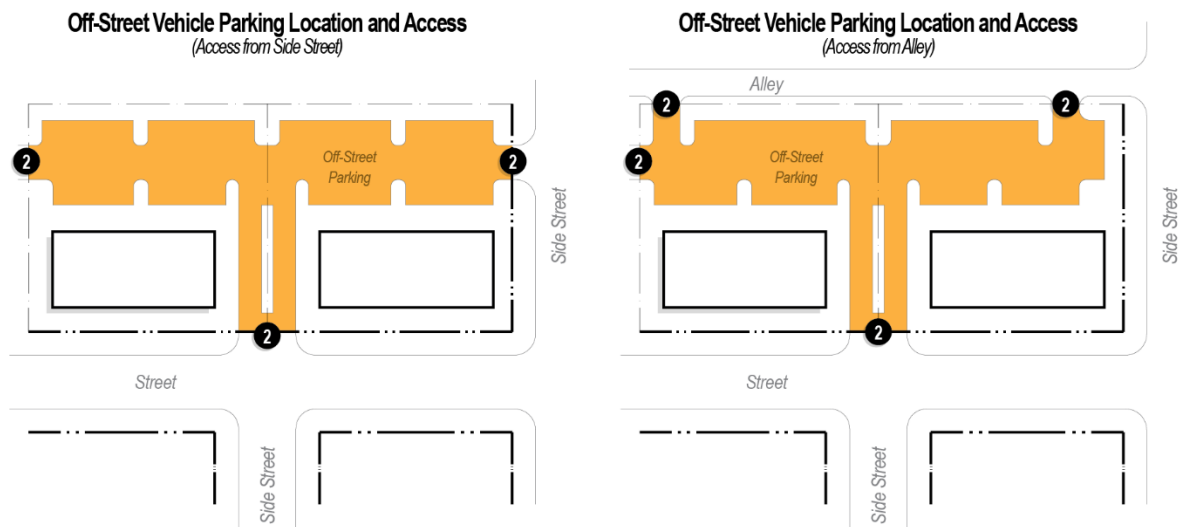
36-491. Off-Street Parking

(1) Off-Street Vehicle Parking Requirements.

- (a) **Subdistrict A.** Off-street vehicle parking shall not be required in Subdistrict A.
- (b) **Subdistricts B, C, D, E, and F.** Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in Subdistricts B, C, D, E, and F, as follows:
 1. **Single-Family Attached and Detached.** 1 space / dwelling unit
 2. **Micro-Efficiency Dwelling Unit.** 1 space / dwelling unit
 3. **Efficiency / One-Bedroom Dwelling Unit.** 1.5 spaces / dwelling unit
 4. **Two or More Bedroom Dwelling Unit.** 2 spaces / dwelling unit
 5. **Nonresidential Uses.** Off-street vehicle parking is not required.

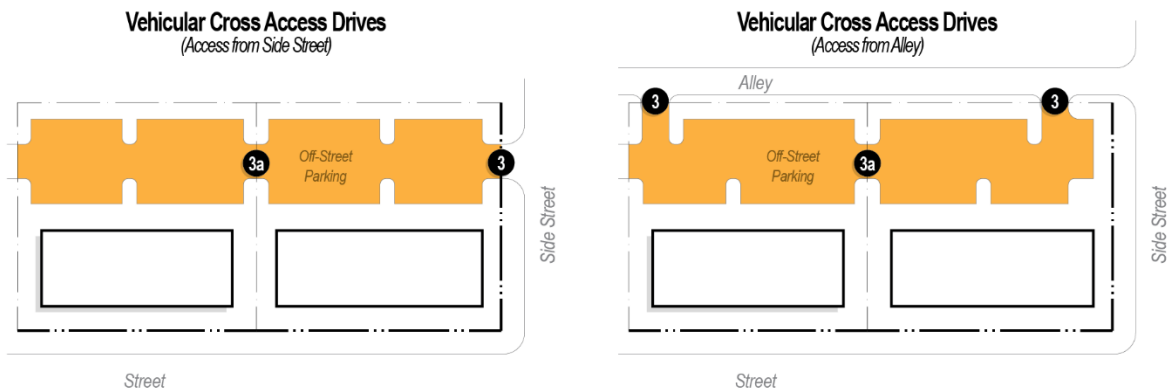
- (2) **Off-Street Vehicle Parking Location and Access (Figure 17).** Parking lots, structures, and / or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement. Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

Figure 37: Off-Street Vehicle Parking Location and Access



- (3) **Vehicular Cross Access Drives (Figure 18).** To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
- (a) Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
 - (b) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (c) The Administrative Review Committee may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
 - (d) Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Register of Deeds for the county in which the properties are located before issuance of a Building Permit for the development.

Figure 4: Vehicular Cross Access Drives



(4) Pedestrian Walkways.

- (a) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
- (b) ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to stamped asphalt, special pavers, bricks, or scored concrete.

(5) Bicycle Parking (Figure 19).**(a) Location.**

- 1. Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
- 2. Bicycle parking shall be sited within fifty (50) feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
- 3. Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
- 4. Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five (5) foot walkway clearance is maintained.
- 5. The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.

(b) Design Criteria.

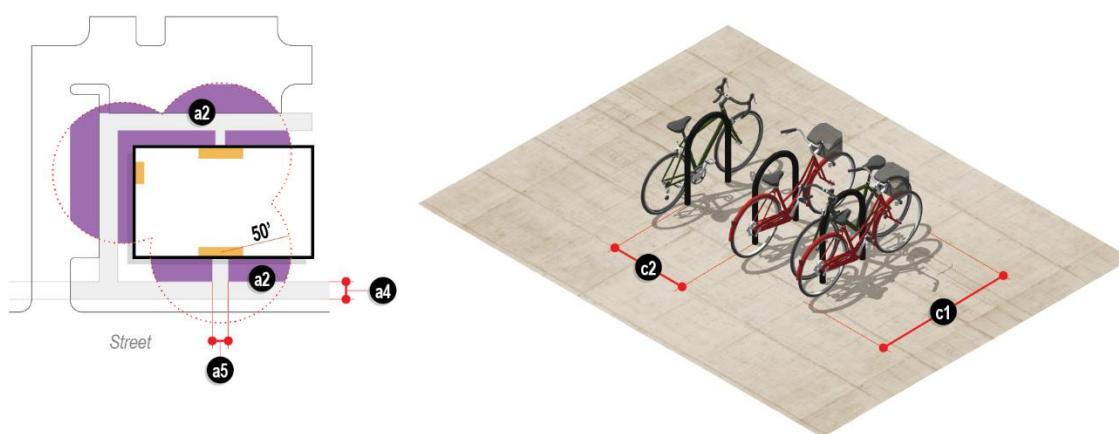
- 1. Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
- 2. Bicycle racks shall be installed on a hard surface area.
- 3. Each bicycle rack shall provide parking for at least two (2) bicycles.
- 4. Racks shall allow for the bicycle frame and at least one (1) wheel to be locked to the racks.
- 5. The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
- 6. The installation of bicycle parking facilities shall conform to the manufacturer requirements.

(c) Dimensional Standards.

- 1. Each bicycle parking space shall be a minimum of six (6) feet in length with the exception of vertical or wall mounted bicycle parking spaces.
- 2. Bicycle racks shall be located at least three (3) feet in all directions from any obstruction, including but not limited to other bicycle racks, walls, doors, posts, columns, or landscaping.
- 3. A minimum vertical clearance of seven (7) feet shall be maintained above all bicycle parking facilities.

(d) Off-Street Bicycle Parking Requirements.

1. The number of required bicycle parking spaces shall be equal to five (5) percent of required vehicle parking spaces or ten (10) spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
2. **Exemption.** The bicycle parking requirements of this Section shall apply to all uses other than the following:
 - a. Dwelling, Single-Family Detached
 - b. Dwelling, Single-Family Attached

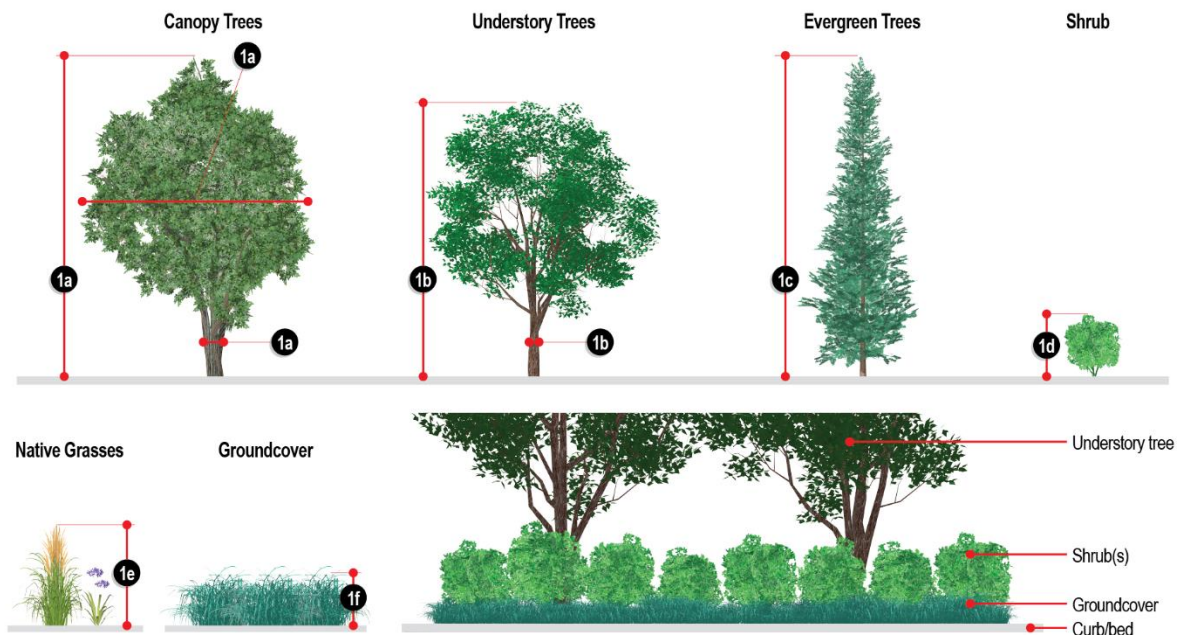
Figure 19: Off-Street Bicycle Parking

36-492. Landscape

Landscape improvements required by this Section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this Section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six (6) inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

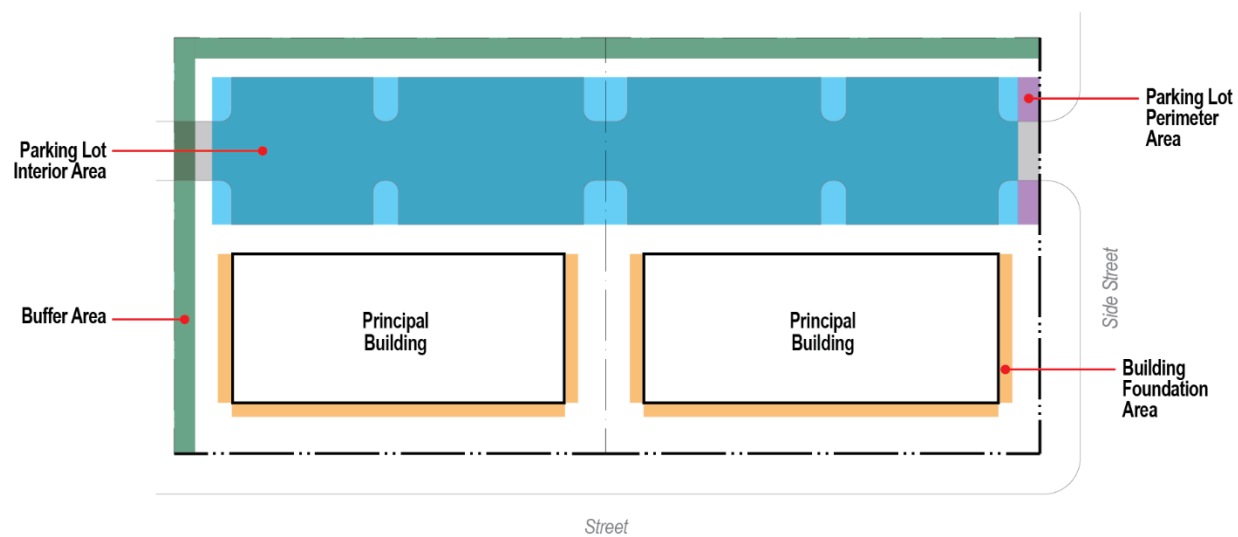
- (1) **Planting Types (Figure 20).** Plant materials which are native to or adapted to the State of Missouri are encouraged.
- (a) **Canopy Trees:** A woody plant (deciduous or evergreen) having not less than a two and one-half (2.5) inch caliper with single central axis which typically reaches a mature height of not less than forty (40) feet and a mature spread of not less than fifteen (15) feet.
 - (b) **Understory Trees:** A woody plant having not less than a one and one-half (1.5) inch caliper, or six (6) feet tall for multiple stem species, that normally attains a mature height of at least fifteen (15) feet.
 - (c) **Evergreen Trees:** A tree having foliage that persists and remains green throughout the year and has a height of not less than six (6) feet at installation and maturing to a height of not less than twenty (20) feet.
 - (d) **Shrub:** A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two (2) feet.
 - (e) **Native Grasses:** Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
 - (f) **Groundcover:** Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of eighteen (18) inches at maturity.

Figure 20: Planting Types



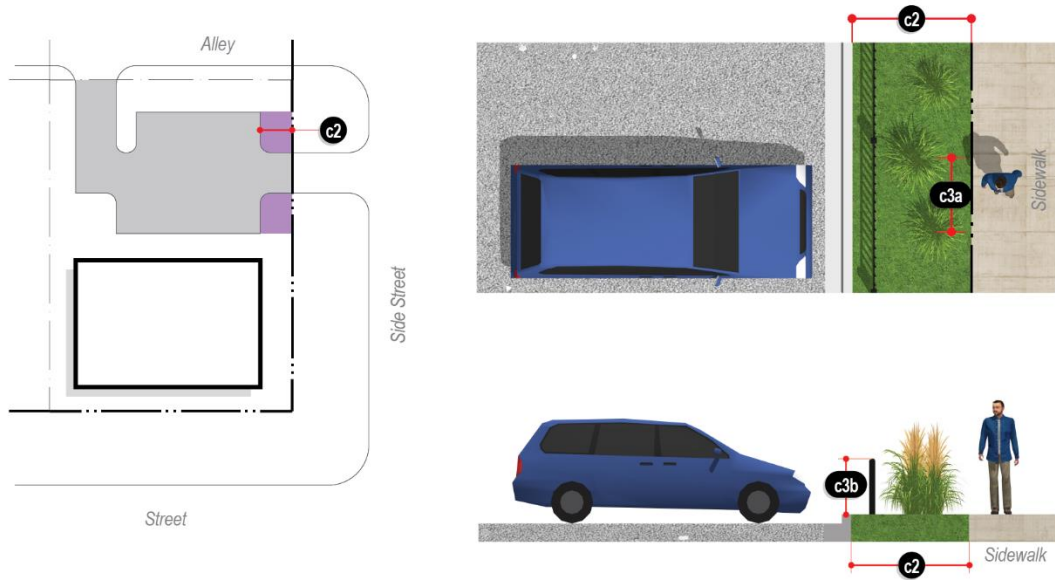
- (2) **Required Landscape Areas (Figure 21).** Landscape shall be provided as outlined below in the locations illustrated in Figure 21.

Figure 21: Required Landscape Areas



- (3) **Parking Lot Perimeter Area.** Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide screening between parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping.
- (a) **Location.** All surface parking lots which abut a public or private right-of-way, excluding alleys, shall include landscape and trees as required by this Section located between the parking lot back of curb and the right-of-way.
- (b) **Applicability.** The parking lot perimeter landscape regulations of this Section apply to the following:
1. The construction or installation of any new surface parking lot or vehicular use area; and
 2. The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this Section apply only to the expanded area.
- (c) **Requirements (Figure 22).**
1. Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
 2. Perimeter landscape shall have a minimum width of seven (7) feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
 3. Perimeter landscape areas shall be improved as follows:
 - a. One (1) shrub or native grass the height of which shall not be less than three (3) feet nor greater than five (5) feet, shall be planted for every three (3) feet of landscape area length, spaced to adequately screen vehicle bumpers. Fifty (50) percent of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in Subsection b. below.
 - b. A low masonry wall or fence the height of which provides effective screening to a maximum height of three (3) feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within seventy (70) feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
 4. Perimeter landscape areas outside of shrub / native grasses and tree masses shall be planted in live groundcover.

Figure 22: Parking Lot Perimeter Area Landscape



- (4) **Parking Lot Interior Area.** All parking lots shall include landscape and trees located within the parking lot as required by this Section. Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.

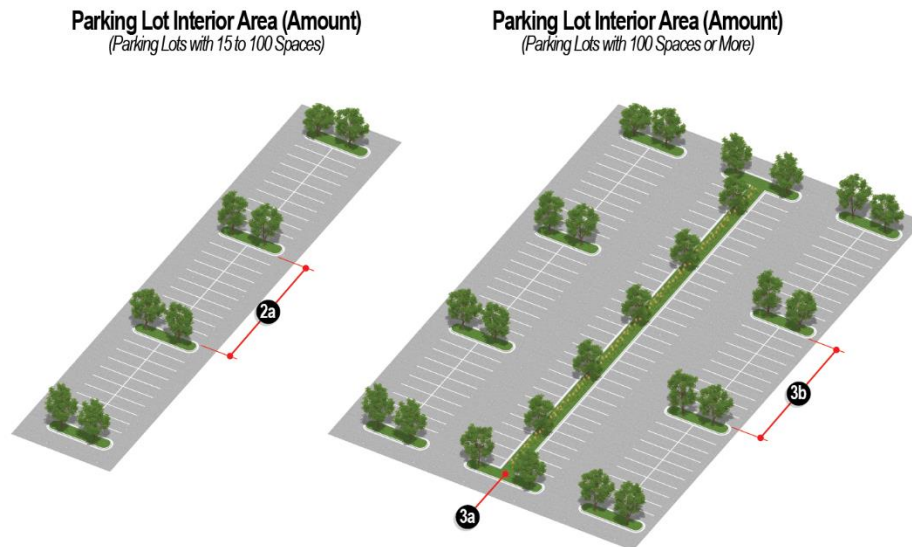
(a) **Applicability.** The parking lot interior landscape regulations of this Section apply to the following:

1. The construction or installation of any new surface parking lot; and
2. The expansion of any existing surface parking lot, in which case the requirements of this Section apply only to the expanded area.

(b) **Amount (Figure 23).**

1. **Parking Lots with Fewer than 15 Spaces.** In parking lots with fewer than fifteen (15) spaces, all rows of parking shall be terminated by a parking lot island.
2. **Parking Lots with 15 to 100 Spaces.** In parking lots with fifteen to one-hundred (100) spaces, required parking lot interior landscape area shall be provided in the form of islands.
 - a. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
3. **Parking Lots with 100 Spaces or More.** In parking lots with one-hundred (100) or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
 - a. **Parking Lot Median Amount Requirement.** Parking lot medians shall be placed between every third row of parking.
 - b. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

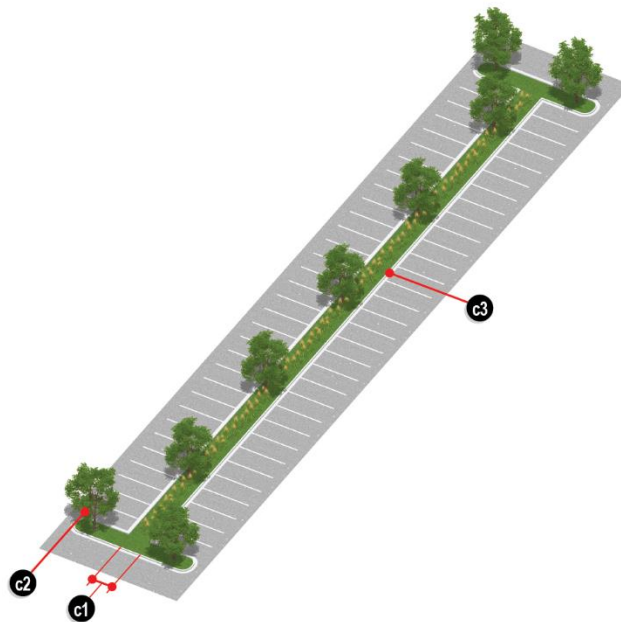
Figure 23: Parking Interior Area Landscape - Amount



(c) **Parking Lot Median Standards (Figure 24).**

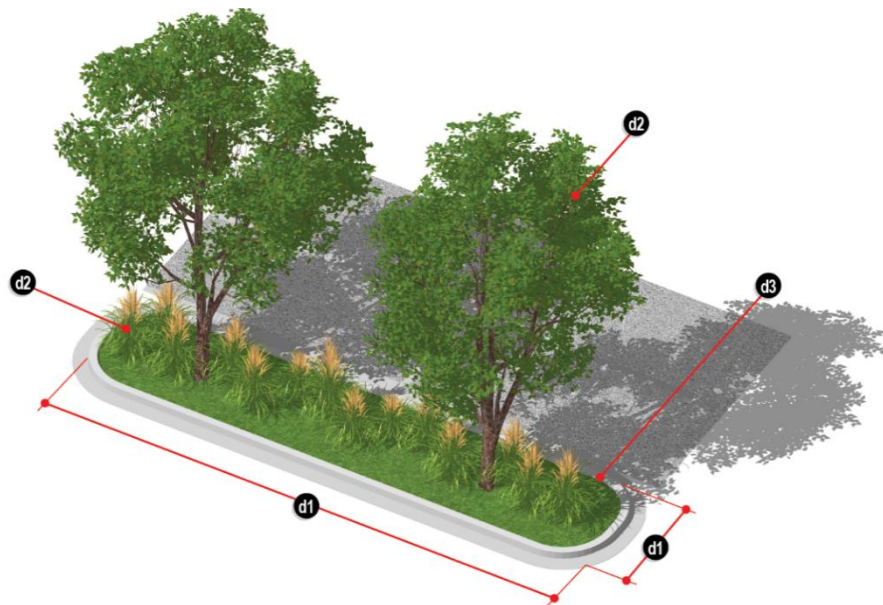
1. **Size.** Parking lot medians shall have a minimum width of nine (9) feet and minimum soil depth of thirty-six (36) inches.
2. **Planting.** A minimum of one (1) canopy tree and fifteen (15) shrubs or native grasses shall be planted for each fifty (50) linear feet of parking lot median.
3. **Design.** Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 24: Parking Lot Median Standards



(d) Parking Lot Island Standards (Figure 25).

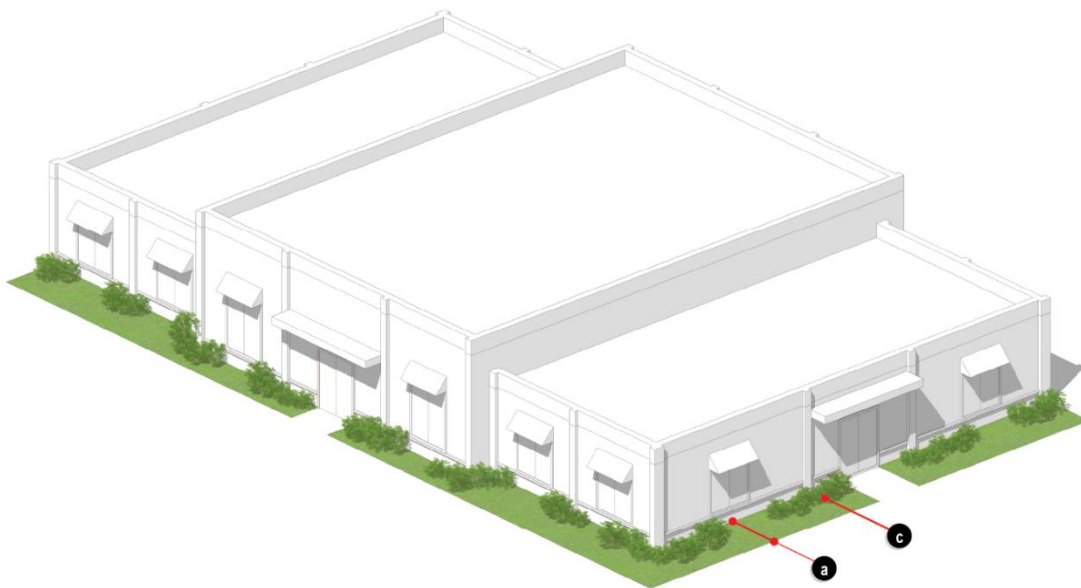
1. **Size.** Parking lot islands shall be a minimum nine (9) feet wide by eighteen (18) feet long if adjacent to standard parking spaces and sixteen (16) feet long if adjacent to compact parking spaces and shall have a minimum soil depth of thirty-six (36) inches. Double rows of parking shall provide parking lot islands opposite one another to form continuous single islands.
2. **Planting.** A minimum of one (1) canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then two (2) canopy trees shall be provided.
3. **Design.** Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 25: Parking Lot Island Standards

- (e) **Pedestrian Walkways.** Pedestrian walkways, as required by Section 36-491(4), shall be located along parking lot medians. The Administrative Review Committee may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.
- (f) **Type of Landscape Material.** Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.
- (g) **Groundcover.** Except where areas are designed as vegetated stormwater management areas, a minimum of seventy-five (75) percent of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.

- (5) **Building Foundation Area (Figure 26).** All non-single-family development, with the exception of non-single family development built with a zero (0) foot front yard setback, shall include landscape located at the building foundation as required by this Section. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division. It is the objective of this Section to provide a softening effect at the base of buildings.
- (a) A non-single family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or seven (7) feet, whichever is less.
 - (b) Foundation plantings shall be placed eighteen (18) inches on center from the foundation of the building.
 - (c) Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.
 - (d) Foundation plantings shall be installed across eighty (80) percent of the length of the front and exterior side façade of the building.
 - (e) Foundation plantings may include trees, shrubs, native grasses, and groundcover.
 - (f) Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two (2) of the following elements:
 - 1. Moveable tables and chairs,
 - 2. Fountain or other water feature,
 - 3. Sculpture or other public art feature,
 - 4. Benches, seat walls, or amphitheaters,
 - 5. Raised landscape planters,
 - 6. Understory trees lining the area,
 - 7. Pedestrian scale and celebratory lighting,
 - 8. Other features as approved by the Administrative Review Committee.
 - (g) Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

Figure 26: Building Foundation Area Landscape



(6) **Buffer Area.** Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division.

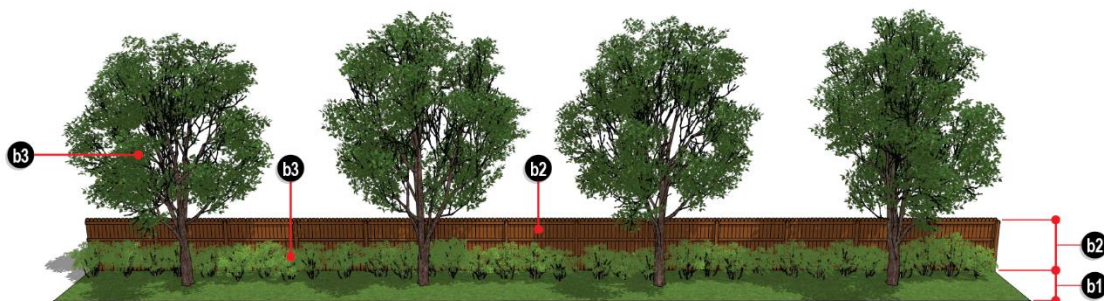
(a) **Applicability.** Buffer area landscaping is required as follows:

1. The construction or installation of any new primary building or primary use; and
2. The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area landscaping along the entire site buffer area.

(b) **Buffer Area Standards (Figure 27).**

1. **Width.** Buffer areas shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for buffer area landscape.
2. **Fences.** The exterior line of the buffer area shall be improved with a fence meeting the following standards:
 - a. **Height.** The fence shall be six (6) feet in height.
 - b. **Materials.** The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - c. **Design.** The finished side of the fence shall face the adjacent property.
 - d. **Location.** Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
3. **Landscape Elements.** The buffer area shall, at a minimum, be improved with the following landscape elements:
 - a. **Canopy / Evergreen Trees.** Four (4) canopy and/or evergreen trees shall be planted per every one-hundred (100) lineal feet of buffer area.
 - b. **Shrubs / Native Grasses.** Ten (10) shrubs / native grasses shall be planted per every one-hundred (100) lineal feet of buffer area.

Figure 27: Buffer Area Landscape



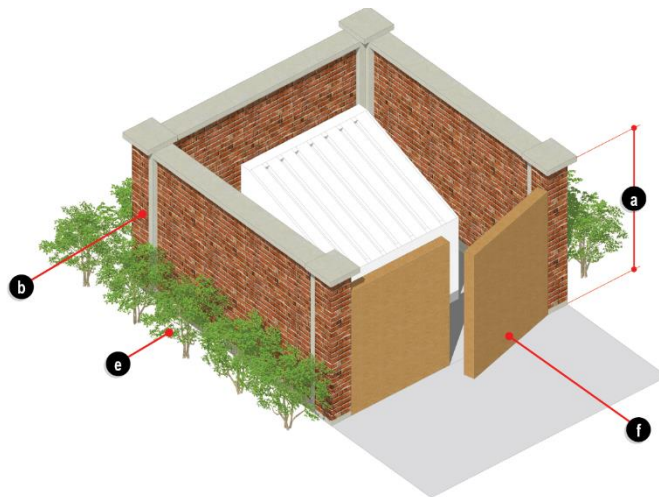
(7) Installation and Maintenance of Landscape Areas.

- (a) All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
- (b) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
- (c) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs should be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
- (d) Dead plant materials shall be replaced within sixty (60) days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one (1) phase, the sixty (60) day timeframe shall apply to each individual phase.
- (e) All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
- (f) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.
- (g) Any required landscape area not intended for stormwater management, greater than one hundred and fifty (150) square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
- (h) All plantings required under this Division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

36-493. Screening

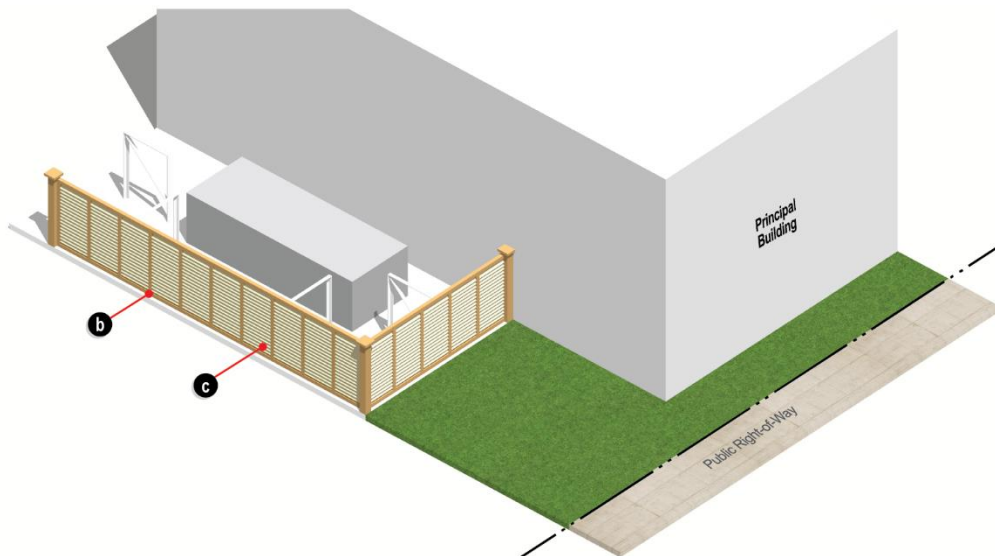
- (1) **Used Frying Oil, Trash, and Recycling Receptacles (Figure 28).** The following regulations shall apply to all non-single-family development.
- (a) Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - (b) Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - (c) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - (d) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - (e) Shrubs shall be installed every three (3) feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.
 - (f) Enclosure openings shall be gated with an opaque material.
 - (g) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - (h) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.
 - (i) Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - (j) Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - (k) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - (l) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

Figure 28: Used Frying Oil, Trash, and Recycling Receptacle Screening



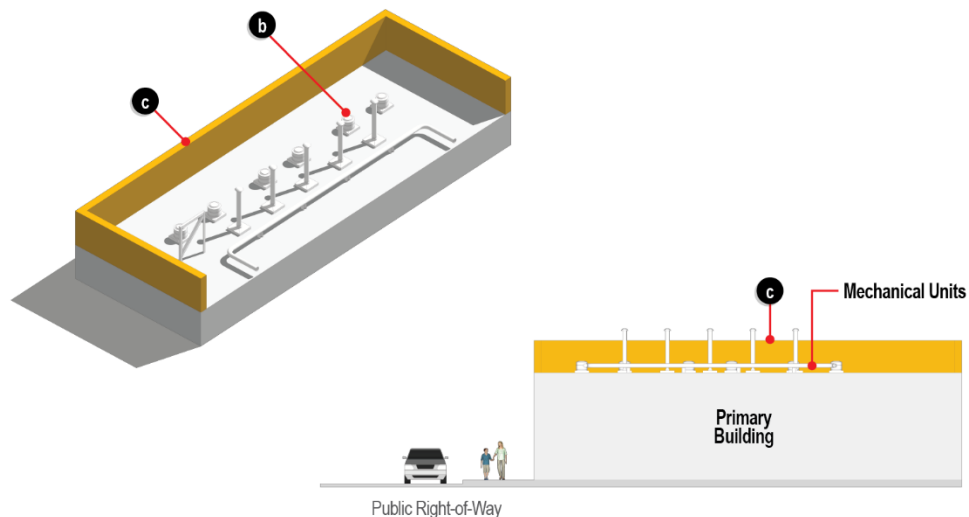
- (2) **Ground/Wall Mounted Mechanical Units (Figure 29).** The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment.
- (a) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
 - (b) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
 - (c) Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
 - (d) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 29: Ground/Wall Mounted Mechanical Unit Screening



- (3) **Roof Mounted Mechanical Units (Figure 30).** The following regulations shall apply to all roof mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, non-residential, or mixed use developments.
- Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
 - Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
 - Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
 - Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
 - Additional screening may be required due to topographic differences in the adjoining properties.

Figure 30: Roof Mounted Mechanical Unit Screening

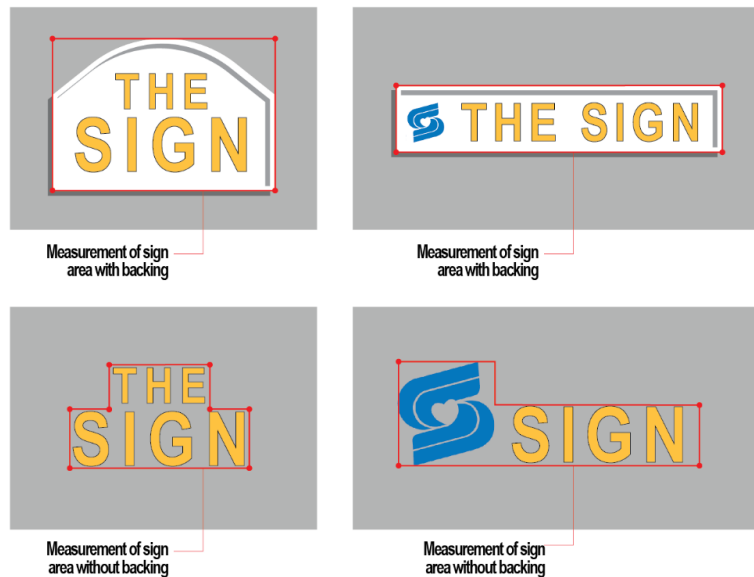


36-494. Signs

(1) Sign Measurement.

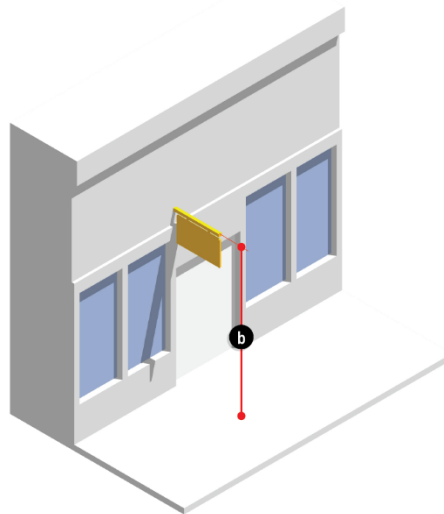
- (a) **Sign Area (Figure 31).** Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two (2) geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one (1) face only.

Figure 31: Sign Area Measurement



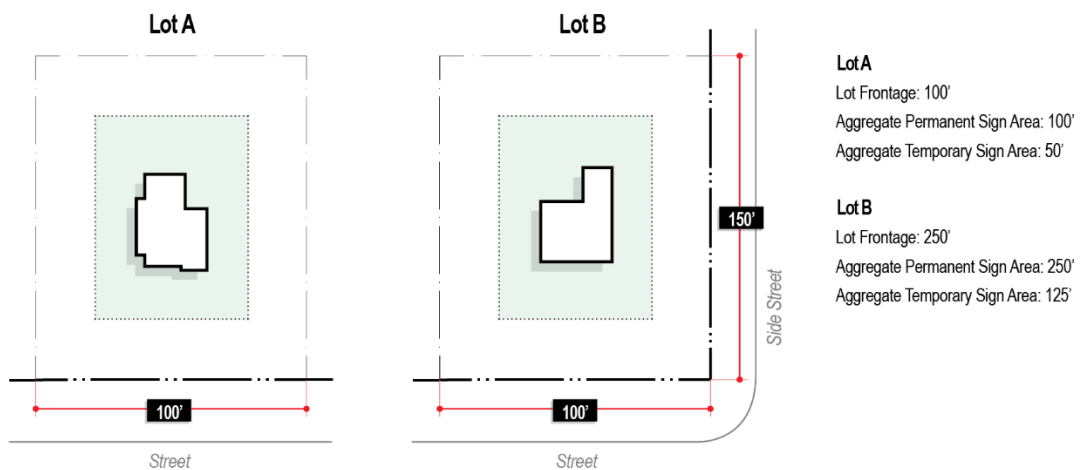
- (b) **Sign Height (Figure 32).** Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

Figure 32: Sign Height Measurement



(2) **Limit on Sign Area (Figure 33).**

- (a) **Permanent Sign Area Limit.** Each lot shall be allowed one (1) square foot of aggregate sign area per linear foot of building frontage for permanent signs.
- (b) **Temporary Sign Area Limit.** Each lot shall be allowed one-half (0.5) foot of aggregate sign area per linear foot of building frontage for temporary signs.
- (c) **Premises Having Frontage on More Than One Dedicated Street.** Premises having frontage on more than one dedicated street will be allowed an additional one-half (0.5) square feet of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

Figure 33: Limit on Sign Area

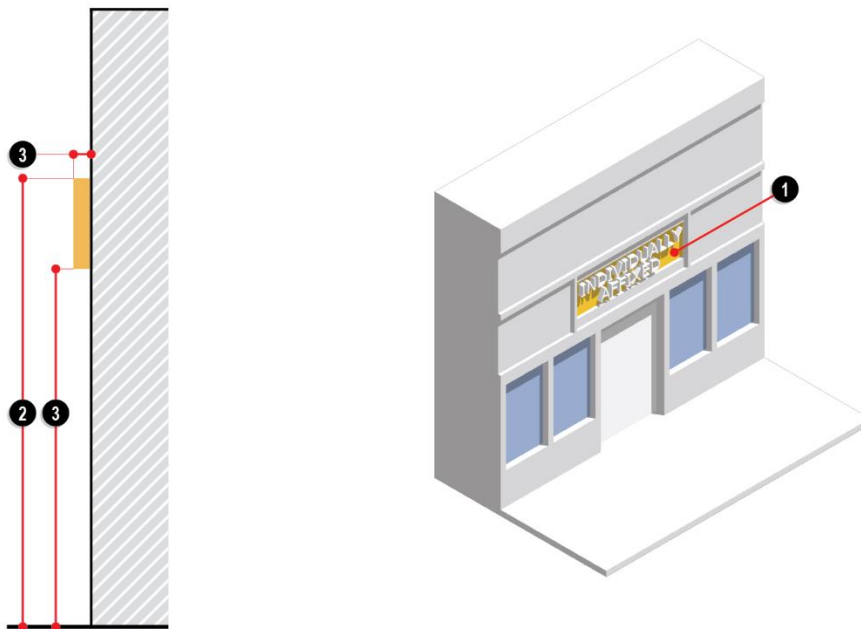
(3) **Table 36-494(3) Permitted and Allowed Sign Types** details the types of signs allowed in the GAP District per use type. The following key is to be used in the interpretation of the table.

- (a) **Permitted Sign Types.** Sign types marked as “P” in the table shall be permitted subject to all applicable provisions of this Division and only after the issuance of a Sign Permit as detailed in Section 36-454(22).
- (b) **Allowed Sign Types.** Sign types marked as “A” in the table shall be allowed subject to all applicable provisions of this Division. No sign permit shall be required.
- (c) **Prohibited Sign Types.** A blank space in the table indicates that a sign type is not allowed for the respective use type.
- (d) **Unlisted Sign Types.** Sign types not included in Table 36-494(3) shall be considered prohibited.

Table 36-494(3) Permitted and Allowed Sign Types		
Sign Type	Single-Family Uses	Non-Single-Family Uses
<i>Permanent Signs</i>		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-Site Traffic Directional Sign		P
<i>Temporary Signs</i>		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

(4) **Standards for Permanent Signs.**(a) **Wall Signs (Figure 34).**

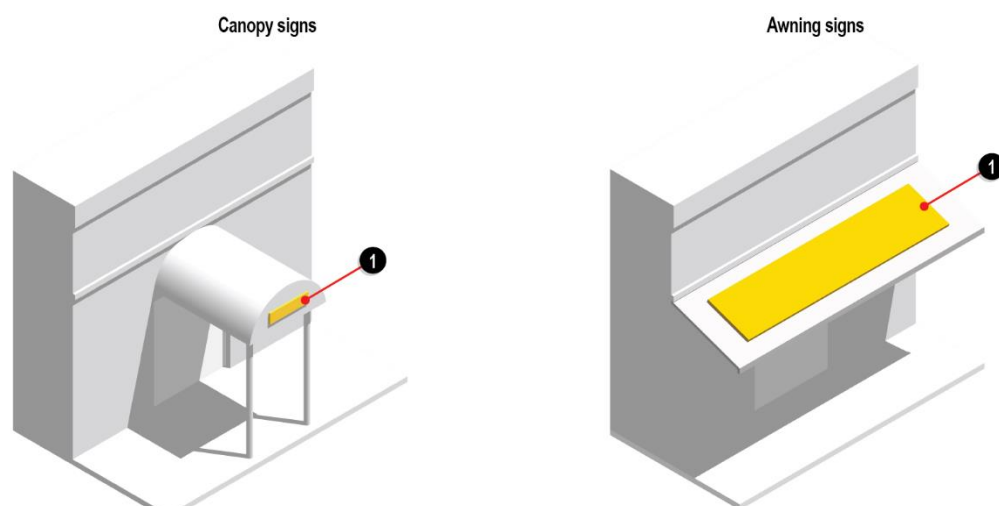
1. **Sign Area.** The maximum sign area of a wall sign shall be five (5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
3. **Projection.** A wall sign shall not extend more than six (6) inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of ten (10) feet.
4. **Number of Signs.** A maximum of one (1) wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
5. **Sign Copy.** All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.
6. **Other Standards.**
 - a. No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
 - b. No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

Figure 34: Wall Signs

(b) **Awning or Canopy Signs (Figure 35).**

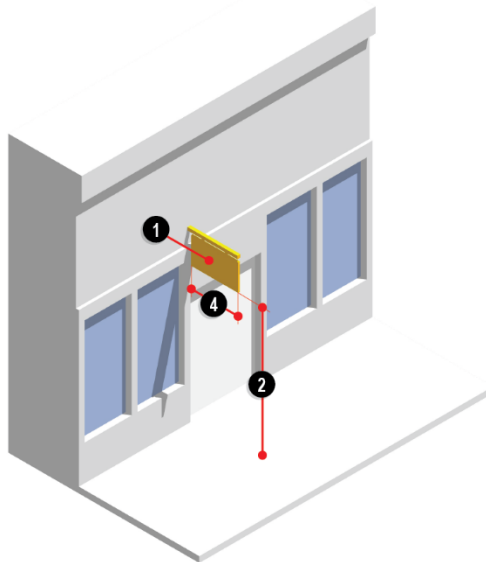
1. **Sign Area.** The maximum sign area of an awning or canopy sign shall be fifty (50) percent of the face of the awning or canopy upon which the sign shall be printed or affixed.
2. **Other Provisions.** Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

Figure 35: Awning or Canopy Signs



(c) **Projecting Signs (Figure 36).**

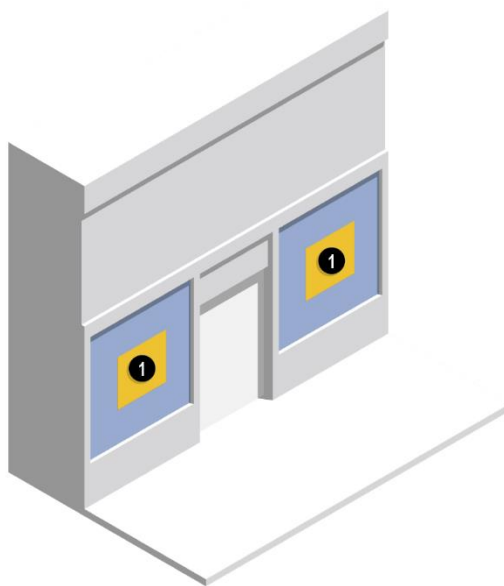
1. **Sign Area.** The maximum sign area of a projecting sign shall be six (6) square feet.
2. **Height.** A projecting sign shall not extend above the roofline of the building to which it is attached, or a maximum of twelve (12) feet, whichever is less, and shall maintain a minimum vertical clearance of eight (8) feet.
3. **Number of Signs.** A maximum of one (1) projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.
4. **Projection.** A projecting sign shall horizontally project a maximum of four (4) feet from the mean elevation of the building to which it is attached.
5. **Other Provisions.**
 - a. The property owner shall be required to provide a release or hold harmless to the City prior to the display of any signs located within a public right-of-way.
 - b. Projecting signs shall not be illuminated.
 - c. Projecting signs may encroach upon, extend, or project over a public sidewalk.

Figure 36: Projecting Signs

(d) **Window Signs, Permanent (Figure 37).**

1. **Sign Area.** The maximum sign area of a permanent window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.
2. **Other Provisions.** Window signs shall be allowed on ground floor windows only.

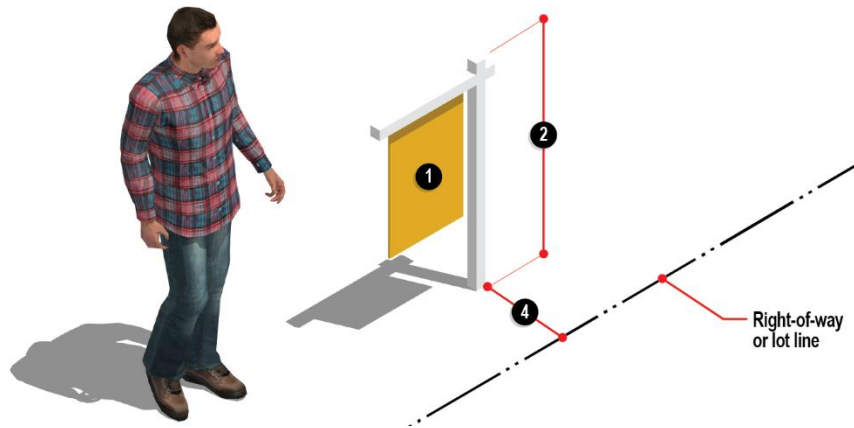
Figure 37: Window Signs, Permanent



(e) **On-Site Traffic Directional Signs (Figure 38).**

1. **Sign Area.** The maximum sign area of an on-site traffic directional sign shall be six (6) square feet.
2. **Height.** The maximum height of an on-site traffic directional sign shall be four (4) feet.
3. **Number of Signs.** The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the Administrative Review Committee.
4. **Location.** On-site traffic directional signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-490(1)(f).

Figure 38: On-Site Traffic Directional Signs



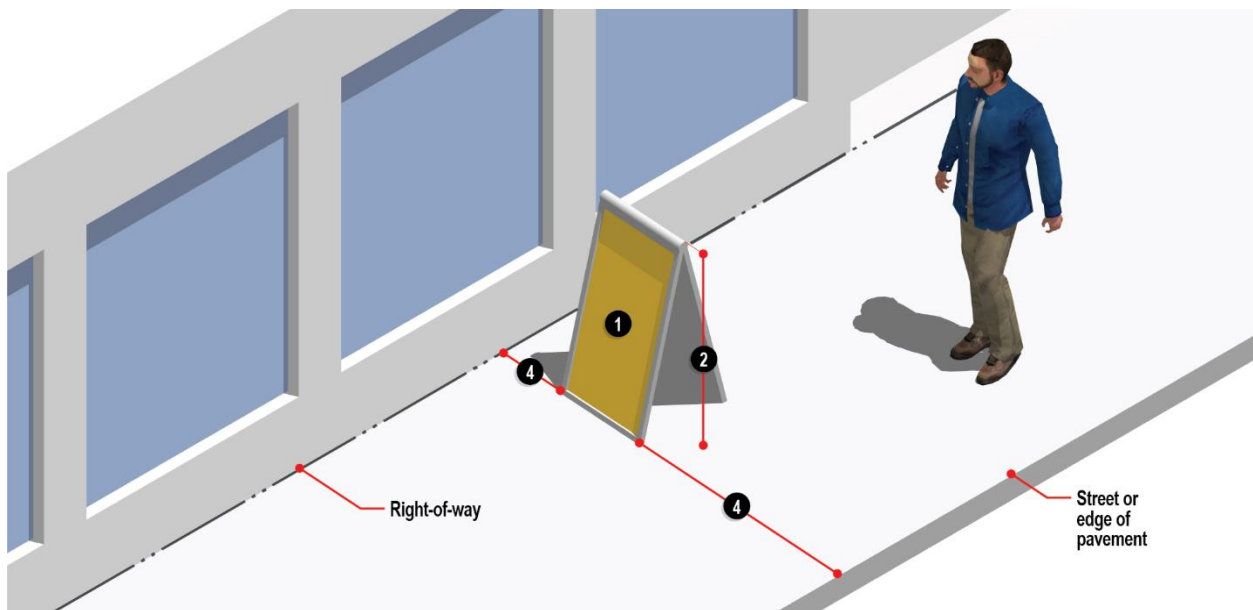
(5) **Standards for Temporary Signs.**(a) **Wall Mounted Banner Signs (Figure 39).**

1. **Sign Area.** The maximum sign area of a wall mounted banner sign shall be two and one-half (2.5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall mounted banner sign shall protrude above the highest roofline or above the top of the parapet wall or mansard roof.
3. **Number of Signs.** A maximum of one (1) wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.** Wall mounted banner signs shall be affixed to a building.
5. **Projection.** Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 39: Wall Mounted Banner Signs

(b) **Sidewalk Signs (Figure 40).**

1. **Sign Area.** The maximum sign area of a sidewalk sign shall be four (4) square feet.
2. **Height.** The maximum height of a sidewalk sign shall be three (3) feet.
3. **Number of Signs.** A maximum of one (1) sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.**
 - a. Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of three (3) feet.
 - b. No part of any sidewalk sign shall block points of ingress or egress.
 - c. Sidewalk signs shall be placed no more than one (1) foot from the wall of the building or unit of a building to which the sign is associated.
 - d. Sidewalk signs shall be placed no less than three (3) feet and no more than six (6) feet from the entrance of the building or unit of a building to which the sign is associated.
5. **Duration of Display.** The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

Figure 40: Sidewalk Signs

(c) **Window Signs, Temporary.**

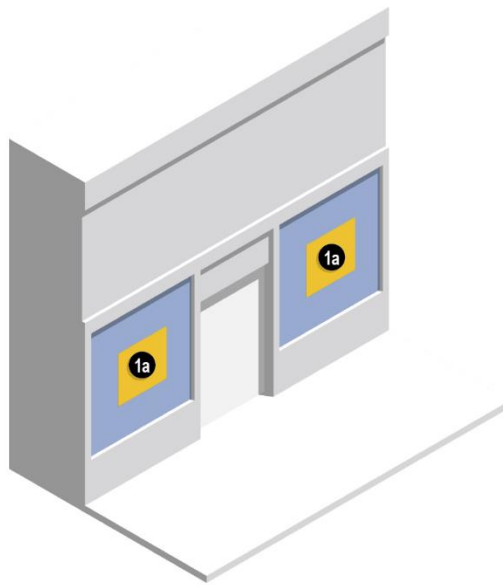
1. **Sign Area (Figure 41).**

- a. The maximum sign area of a temporary window sign shall be fifteen (15) of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
- b. If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located.

2. **Other Provisions.**

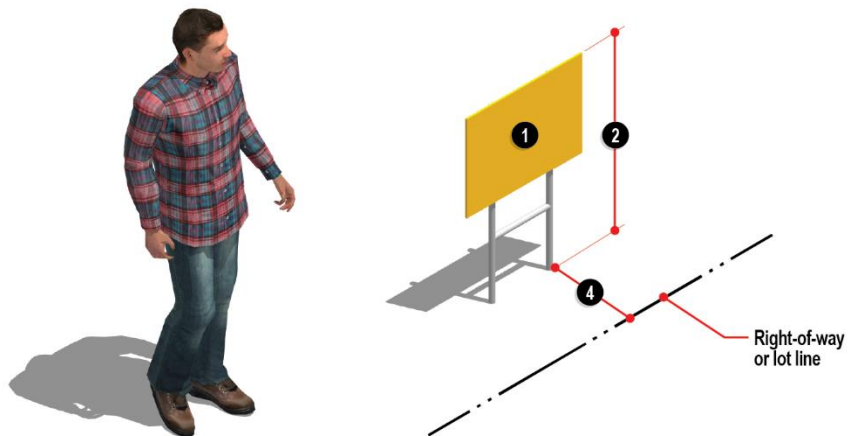
- a. Temporary window signs shall be allowed on ground floor windows only.
- b. Temporary window signs shall not be located on transom windows.

Figure 41: Window Signs, Temporary



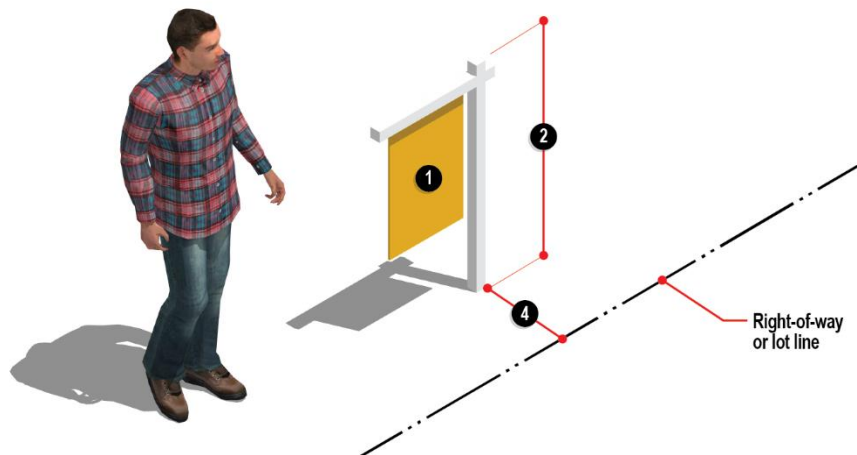
(d) **Yard Signs (Figure 42).**

1. **Sign Area.** The maximum sign area of a yard sign shall be three (3) square feet.
2. **Sign Height.** The maximum height of a yard sign shall be four (4) feet.
3. **Number of Signs.** A maximum of two (2) yard signs may be displayed concurrently per lot. However, in the thirty (30) days before and two (2) days after a local, state, or federal election, a maximum of four (4) yard signs may be displayed concurrently.
4. **Location.** Yard signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 42: Yard Signs

(e) **Post Signs (Figure 43).**

1. **Sign Area.** The maximum sign area of a post sign shall be four (4) square feet.
2. **Height.** The maximum height of a post sign shall be six (6) feet.
3. **Number of Signs.** A maximum of one (1) post sign shall be allowed per lot frontage.
4. **Location.** Post signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 43: Post Signs

(6) **Prohibited Signs.** Unless otherwise allowed in this Division, the following signs are expressly prohibited:

- (a) Electronic message boards,
- (b) Outline lighting,
- (c) Pole / pylon signs,
- (d) Monument signs,
- (e) Roof signs,
- (f) Signs with flashing lights,
- (g) Moving, rotating, or animated signs,
- (h) Pennants, streamers, spinners, propellers, balloons, inflatable shapes,
- (i) Snipe signs,
- (j) Box signs,
- (k) Feather signs,
- (l) Billboards / off-premises signs,
- (m) Attention getting devices, and
- (n) Other sign types not explicitly permitted.

(7) **Nonconforming Signs.**

- (a) All permanent signs which are in existence at the time of passage of this Division, but which do not conform to one or more provisions of this Division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this Section.
- (b) Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this Division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within ninety (90) days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
- (c) Whenever a nonconforming sign has been discontinued for a period of six (6) consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this Division.
- (d) Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
- (e) No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
 - 1. When the alteration is required by law; and/or
 - 2. When the alteration will actually result in eliminating the nonconforming portion of the structure.

- (f) If a nonconforming sign is damaged or destroyed by any means to the extent of fifty (50) percent or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this Division. In the event the damage or destruction is less than fifty (50) percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this Division. In either event, restoration or repair must be started within a period of six (6) months from the date of damage or destruction, and diligently prosecuted to completion.
- (g) Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six (6) months from the date of passage of this Division. New temporary signs shall be allowed only in conformance with the provisions contained in this Division.
- (h) The Administrative Review Committee shall, after the adoption of this Division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this Division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this Division or removed prior to its required abatement date.

36-495. Outdoor Lighting

- (1) **Fixture Classification.** All outdoor lighting fixtures shall either have a fixture cutoff classification of "Full Cutoff" or be fully shielded, unless otherwise expressly permitted.
- (2) **LED Fixtures.** All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
 - (a) **Color Rendering.** Outdoor LED fixtures shall be rated a minimum Color Rendering Index (CRI) value of seventy (70) or higher.
 - (b) **Color Temperature.** Outdoor LED fixtures shall have a correlated color temperature between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

One-rdg. _____
P. Hrngs. X
Pgs. 94
Filed: 06-08-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 143

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 72.33 acres of
3 property generally located adjacent to Grant Avenue between College
4 Street and Catalpa Street from R-SF, Single Family Residential District; R-
5 TH, Residential Townhouse District; R-MD, Medium Density Multifamily
6 Residential District; GR, General Retail District; CC, Center City District;
7 and IC, Industrial Commercial District; to Grant Avenue Parkway District;
8 and adopting an updated Official Zoning Map. (Staff and Planning and
9 Zoning Commission both recommend approval.)
10 _____
11

12 WHEREAS, on July 1, 2019, City Council, by Resolution 10462, authorized the
13 City Manager to apply for a Better Utilizing Investments to Leverage Development
14 Transportation Discretionary Grant ("BUILD Grant") from the United States Department
15 of Transportation in an amount of up to \$25,000,000, to finance multi-modal
16 improvements and develop a linkage between Downtown Springfield and the Wonders
17 of Wildlife/Bass Pro Shops complex using Grant Avenue ("Grant Avenue Parkway
18 project"); and
19

20 WHEREAS, in November 2019, the City of Springfield received notice of an
21 award of \$21,000,000, in BUILD Grant funds for the Grant Avenue Parkway project; and
22

23 WHEREAS, on July 27, 2020, City Council, by Resolution 10517, enacted an
24 administrative delay of 180 days which would delay the acceptance and processing of
25 applications for demolition, new construction, re-platting of property, including lot
26 combinations, and rezoning of properties abutting the Grant Avenue Parkway project;
27 and
28

29 WHEREAS, on January 11, 2021, City Council, by Resolution 10548, extended
30 the administrative delay another 180 days until July 22, 2021, and charged City staff
31 with developing a plan and presenting recommendations and a report to City Council
32 before the July 22, 2021, expiration of the administrative delay; and
33

34 WHEREAS, on March 16, 2021, City Council, by Resolution 10565, adopted the
35 *Grant Avenue Parkway Corridor Plan* as an element of the Springfield Comprehensive
36 Plan for the development of the City of Springfield, Missouri; and
37

38 WHEREAS, the *Grant Avenue Parkway Corridor Plan* serves as a guide to
39 establish local policy decisions pertaining to land use, development form and intensities,
40 access and connections, and transitions into the surrounding neighborhoods along the
41 Grant Avenue Parkway; and
42

43 WHEREAS, one of the recommendations in the *Grant Avenue Parkway Corridor*
44 *Plan* is to establish a new zoning district as the primary implementation mechanism to
45 promote the development concepts and strategies outlined in the *Grant Avenue*
46 *Parkway Corridor Plan* and to initiate rezoning of the corresponding properties; and
47

48 WHEREAS, the establishment of the Grant Avenue Parkway District, as set forth
49 in accompanying Council Bill 2021-142, and the rezoning of the property pursuant to
50 this Ordinance implement the new zoning district recommendation; and
51

52 WHEREAS, following proper notice, a public hearing was held on June 3, 2021,
53 before the Planning and Zoning Commission, a copy of the Record of Proceedings from
54 said public hearing being attached hereto and incorporated herein by this reference as
55 "Exhibit B," and said Commission made its recommendation; and
56

57 WHEREAS, proper notice was given of a public hearing before City Council, and
58 said hearing was held in accordance with law.
59

60 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
61 SPRINGFIELD, MISSOURI, as follows, that:
62

63 Section 1 – The property described in "Exhibit A," which is attached hereto and
64 incorporated herein by this reference, is hereby rezoned from from R-SF, Single Family
65 Residential District; R-TH, Residential Townhouse District; R-MD, Medium Density
66 Multifamily Residential District; GR, General Retail District; CC, Center City District;
67 and/or IC, Industrial Commercial District; to Grant Avenue Parkway District. Springfield
68 Land Development Code, Section 36-306, 'Official zoning map and rules for
69 interpretation,' is hereby amended, changed and modified consistent with this
70 Ordinance.
71

72 Section 2 – City Council hereby directs the City Manager, or designee, to update
73 the City's digital zoning map to reflect this rezoning, and City Council adopts the map
74 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
75 the Springfield Land Development Code, Section 36-306, 'Official zoning maps and
76 rules of interpretation.'
77

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 143

FILED: 06-08-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 72.33 acres of property generally located adjacent to Grant Avenue between College and Catalpa Streets from R-SF, Single Family Residential District, R-TH, Residential Townhouse District, R-MD, Medium Density Multifamily Residential District, GR, General Retail District, CC, Center City District and IC, Industrial Commercial District to Grant Avenue Parkway District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-11-2021

In November 2019, the City of Springfield received notice of award of a \$21 million federal Better Utilizing Investments to Leverage Development ("BUILD") grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020, enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021, expiration of the administrative delay.

In concert with the design of the parkway, a land use and development framework plan was developed by the consultants for Forward SGF, the City's Comprehensive Plan, in concert with City staff. The Grant Avenue Parkway Corridor Plan was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway. One of the action steps to achieving the vision for the corridor is to prepare zoning regulations that are unique to meet the desired flexibility in future development opportunities along the Parkway. The zoning text amendment, Grant Avenue Parkway

District Standards, appears on this same agenda. This request is the implementation of the zoning regulations recommended by the Grant Avenue Parkway Corridor Plan.

REMARKS:

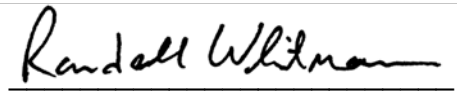
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended approval, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of this request is consistent with the recommendations of the Grant Avenue Parkway Corridor Plan and, along with the approval of the text amendment for the Grant Avenue Parkway District, is the first step toward implementation of the Plan.
2. The proposed rezoning will provide the Grant Avenue corridor with a special identity and will allow for greater flexibility in development to achieve high-quality design and foster a sense of place.

Submitted by:



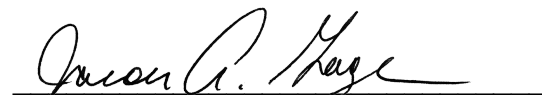
Randall Whitman, Principal Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Legal Description

Exhibit B, Record of Proceedings

Exhibit C, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Neighborhood Meeting Summary

Attachment 2: Grant Avenue Parkway District Standards

Exhibit A

**LEGAL DESCRIPTION
ZONING CASE Z-11-2021**

A proposal to rezone the following described property from an IC, Industrial Commercial District and a CC, Center City District to Grant Avenue Parkway District, Subdistrict A:

All of Lots 1, 2, 19, and 20 of Block 1 of M. M. McCluers Addition and all of Lots 1 through 4 of John M. Wood's Addition and the vacated alley lying West and adjacent in Woods Addition to the City of Springfield, Greene County, Missouri.

And also:

All of Lots 4, 5, 6 and the West 80 feet of Lot 7 of Abbott's Subdivision in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 5 through 7 of John M. Wood's Addition to the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of Walnut Street and Grant Avenue in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Walnut Street a distance of 263.32 feet; Thence South, parallel with Grant Avenue a distance of 250 feet; Thence West, parallel with Walnut Street a distance of 263.54 feet to the East right of way of Grant Avenue; Thence North, along the said East right of way a distance of 250 feet to the point of beginning.

And the following described property from a GR, General Retail District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict B:

All of Lots 10, 11, and 12 of J.H. Meinhardt's Addition in the City of Springfield, Greene County, Missouri.

And also:

All of Lots 9, 10, and 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Northwest corner of Lot 11 of Shipley's First Addition in the City of Springfield, Greene County, Missouri; Thence North along the East line of Grant Avenue a distance of 174.81 feet to a point 250 feet south of the southeast corner of the intersection of Walnut Street and Grant Avenue; Thence East, parallel with Walnut Street, a distance of 263.54 feet; Thence South, parallel with Grant Avenue, a distance of 174.53 feet to a point on the North line of Lot 12 of Shipley's First Addition; Thence West, along the said North line of Lot 12 and also Lot 11, a distance of 263.0 feet to the point of beginning.

And the following described property from an R-SF, Single Family Residential District and GR, General Retail District to a Grant Avenue Parkway District, Subdistrict C:

(Campbell School) Beginning one hundred twenty-five (125) feet West of the northwest corner of Main and Mt. Vernon Streets in the City of Springfield, Missouri, thence north 280 feet, thence west 85 feet, thence south 280 feet, thence east 85 feet to the place of beginning (except tract 5 feet east and west by 185 feet north and south in the southeast corner), and

Beginning at a point 280 feet north of the northwest corner of Mt. Vernon Street and Main Avenue as now located in the City of Springfield, Greene County, Missouri, thence north 50 feet, thence west 268 feet, thence south 50 feet, thence east 268 feet to said point of beginning, in the City of Springfield, Greene County, Missouri, subject, however, to a joint drive way easement over the north 21 feet of the east 220 feet thereof, and

Beginning at a point 185 and 8/10ths (185.8) east of the northeast corner of Grant and Mt. Vernon Streets, thence east fifty-four (54) feet to an iron pin, thence north two hundred and sixty-two and 5/10ths (262.5) feet to an iron pin, in the south line of a private alley, 17 1/2 feet wide in the rear of the of the lot herein conveyed, which said private alley leads to and connects with an alley lying north of the Campbell School running from Grant Street to the northwest corner of the lot herein conveyed, thence west fifty (50) feet to an iron pin, thence south along the line of fence now defining the east boundary of the aforesaid Campbell School lot, two hundred and sixty-two and 5/10ths (262.5) feet to a place of beginning all of the above described land being in the southeast quarter of the northeast quarter of Section Twenty-Three (23), Township 29, Range 22, Greene County, Missouri, hereby granting to said second party, its successors and assigns, the right of ingress and egress to said lot, hereby conveyed over and across the private alley above described, and

Lots No. 1, 2, 3, 5, 6, 7, and 8 in Shipley's First Addition to the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Northeast corner of Lot 9 of J.H. Meinhardt's Addition to the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Pershing Street a distance of 308 feet the Northwest corner of Lot 41 in Block 11 of M.M. McCluers Addition to the City of Springfield; Thence South a distance of 160 feet to the Southwest corner of said Lot 41; Thence East along the South line of said Lot 41 a distance of 30 feet; Thence South 160 feet to the South line of Lot 60 in Block 11 of M.M. McCluers Addition; Thence East a distance of 278 feet to the Southeast corner of Lot 6 of J.H. Meinhardt's Addition; Thence North a distance of 320 feet to the point of beginning.

And also:

All of Lots 1, 2, 3, 4, 5, 15, & 16 of J.H. Meinhardt's Addition to the City of Springfield, in Greene County, Missouri, except that part taken for street purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Mt. Vernon

Street in the City of Springfield, Greene County, Missouri; Thence West along the South right of way of Mt. Vernon Street a distance of 302 feet to the Southeast corner of the intersection of Mt. Vernon Street and Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Southwest corner of a tract described in Book 2020 on Page 035490-20; Thence East along the South line of said tract a distance of 152 feet to the Southeast corner of said tract; Thence South a distance of 1 foot to the Southwest corner of a tract described in Book 2018 on Page 023070-18; Thence East along the South line of said tract a distance of 150 feet to the West right of way of Grant Avenue; Thence North along the said West right of way a distance of 187 feet to the point of beginning. Except any part taken for road purposes. And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19; Thence East along the North line of said tract a distance of 199 feet; Thence North a distance of 13 feet; Thence East a distance of 95.5 feet to the Southeast corner of a tract described in Book 2016 on Page 001347-16; Thence North along the East line of said tract a distance of 185 feet to the South right of way of Mt. Vernon Street; Thence West along the said South right of way a distance of 294.5 feet to the point of beginning. Except any part taken for road purposes.

And the following described property from an R-SF, Single Family Residential District and R-MD, Medium Density Multifamily Residential District to a Grant Avenue Parkway District, Subdistrict D:

Commencing at the Southeast corner of the intersection of Mt. Vernon Street and Douglas Avenue; Thence South along the East right of way of Douglas Avenue a distance of 186 feet to the Northwest corner of a tract described in Book 2017 on Page 007030-17 and the True Point of Beginning; Thence South along the East right of way of Douglas Avenue a distance of 2292 feet, more or less, to the Southwest corner of a tract described in Book 2012 on Page 043148-12; Thence East along the South line of said tract a distance of 156.66 feet; Thence North along the West line of a tract described in Book 2666 on Page 2329 a distance of 37.65 feet; Thence East along the North line of said tract a distance of 133.29 feet to the West right of way of Grant Avenue; Thence East along said West right of way a distance of 5 feet to an iron pin; Thence North along the West right of way of Grant Avenue a distance of 2245.7 feet to the Northeast corner of a tract described in Book 2020 on Page 029216-20 and being 187 feet South of the Southwest corner of the intersection of Grant Avenue and Mt. Vernon Street; Thence West along the North line of said tract a distance of 150 feet; Thence North 1 foot to the Northeast corner of a tract described in Book 2017 on Page 007030-17; Thence West along the North line of said tract a distance of 152 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Commencing at the Southeast corner of the intersection of Grant Avenue and Mt. Vernon Street in the City of Springfield, Greene County, Missouri; Thence South along

the East right of way of Grant Avenue a distance of 199 feet to the Northwest corner of a tract described in Book 2019 on Page 043990-19 and the True Point of Beginning; Thence continuing South along the East right of way of Grant Avenue a distance of 403.87 feet to the Northeast corner of the intersection of Grant Avenue and State Street; Thence East along the North right of way of State Street a distance of 367.5 feet, more or less, to the Southeast corner of a tract described in Book 2005 on Page 054182-05; Thence North along the East line of said tract and the projection thereof a distance of 309 feet to the North right of way of Harrison Street; Thence East along said North right of way a distance of 8 feet to the Southeast corner of a tract described in Book 2018 on Page 043722-18; Thence North a distance of 125 feet to the Northeast corner of said tract; Thence West a distance of 190.75 feet to the Southwest corner of a tract described in Book 2016 on Page 001347-16; Thence South 13 feet to the Northeast corner of a tract described in Book 2019 on Page 043990-19; Thence West along the North line of said tract a distance of 199 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and State Street; Thence South along the East right of way of Grant Avenue a distance of 632 feet to the Northeast corner of the intersection of Grant Avenue and Madison Street; Thence East along the North right of way of Madison Street a distance of 302 feet to the Southwest corner of a tract described in Book 2014 on Page 031032-14; Thence North a distance of 194.3 feet to the Northwest corner of said tract; Thence West a distance of 17 feet; Thence North a distance of 215 feet to the Southeast interior corner of Lot 4 of Everett Place Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 21.58 feet; Thence North a distance of 219.25 feet to the South right of way of State Street; Thence West along said right of way a distance of 302.58 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 12 through 20 in the Amended Plat of Grant Avenue Playground Addition and Lots 9 through 15 in Grant Avenue Playground First Addition, all in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southeast corner of the intersection of Grant Avenue and Madison Street; Thence South along the East right of way of Grant Avenue a distance of 542.04 feet to a the northwest corner of a bicycle path in Grant Avenue Playground First Addition in the City of Springfield, Greene County, Missouri; Thence East along the North line of said path, 156.19 feet; Thence North a distance of 543.48 feet to the South right of way of Madison Street; Thence West a distance of 145.65, more or less to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District, R-SF, Single Family Residential District and an R-TH, Residential Townhouse District to a Grant Avenue Parkway District, Subdistrict E:

All of Lots 7 through 11 in the Amended Plat of Grant Avenue Playground Addition in

the City of Springfield, Greene County, Missouri.

And also:

A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4)OF SECTION TWENTY-THREE (23) TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22) IN SPRINGFIELD, GREENE COUNTY, MISSOURI DESCRIBED AS FOLLOWS:

COMMENCING AT A NAIL AT THE SOUTHEAST CORNER OF THE SOUTHWEST

QUARTER (SW1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION TWENTY-THREE (23); THENCE NORTH 2°33'38" EAST 78.19 FEET TO A POINT; THENCE SOUTH 89°11'31" WEST 55.30 FEET TO AN ALUMINUM CAPPED IRON PIN ON THE WEST RIGHT-OF-WAY LINE OF GRANT STREET AS IT NOW EXISTS IN AUGUST OF 1998, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 02°33'38" EAST ALONG SAID RIGHT-OF-WAY LINE 124.65 FEET TO A CAPPED IRON PIN; THENCE SOUTH 88°38'04" WEST 133.29 FEET TO A CAPPED IRON PIN; THENCE SOUTH 01°09'41" EAST 37.65 FEET TO A CAPPED IRON PIN; THENCE NORTH 89°11'29" WEST 156.66 FEET TO THE EAST RIGHT OF WAY OF DOUGLAS AVENUE; THENCE SOUTH 01°32'27" WEST ALONG SAID RIGHT-OF-WAY LINE 105.54 FEET TO A CAPPED IRON PIN; THENCE SOUTH 89°11'31" EAST 263.71 FEET TO A CAPPED IRON PIN ON THE WEST RIGHT OF WAY LINE OF GRANT STREET; THENCE NORTH 44°22'46" EAST A DISTANCE OF 32.51 FEET TO THE TRUE POINT OF BEGINNING/ IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF DEEDED, TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

And also:

Beginning at the Northeast corner of Lot 1 of the Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri; Thence North along the West right of way of Grant Avenue a distance of 569 feet, more or less, to the South right of way of Grand Street; Thence West along the said South right of way a distance of 315 feet, more or less, to the East right of way of Douglas Avenue; Thence South along the said East right of way a distance of 567 feet, more or less, to the extended North line of said Lot 1; Thence East a distance of 322 feet, more or less, to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Northeast corner of Lot 4 of the Grant-Douglas Subdivision, in the City of Springfield, Greene County, Missouri; Thence South along the West right of way of Grant Avenue a distance of 392.52 to the Northwest corner of Grant Avenue and Catalpa Street; Thence Northwesterly along the North right of way of Catalpa Street a distance of 251.32 feet to the East right of way of Douglas Avenue; Thence North along said East right of way a distance of 288 feet to the Northwest corner of said Lot 4;

Thence East a distance of 304.7 to the Point of Beginning. Except any part taken for road purposes.

And also:

Beginning at the Southwest corner of the intersection of Grant Avenue and Catalpa Street in the City of Springfield, Greene County, Missouri; Thence Southwesterly along the West right of way of Grant Avenue a distance of 207.69 feet; Thence, leaving said right of way, West a distance of 113.12 feet to the East line of vacated Douglas Avenue; Thence West a distance of 30 feet to the West line of vacated Douglas Avenue; Thence North along said West line a distance of 274.78 feet to the South line of Catalpa Street; Thence East along the said South right of way a distance of 261.55 feet to the Point of Beginning. Except any part taken for road purposes.

And also:

All of Lots 9 through 13 of Block 2 and Lots 2, 3, 4, and the West 5 feet of Lot 1 in Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Beginning at the Southwest corner of Lot 4 of Block 3 in Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence East a distance of 200 feet; Thence South a distance of 170 feet; Thence West a distance of 200 feet to the East right of way of Grant Avenue; Thence North a distance of 170 feet to the point of Beginning.

And also:

Beginning At the Northeast corner of Lot 45 in Holman Place Addition in the City of Springfield, Greene County, Missouri; Thence South along the West line of the existing alley a distance of 400 feet to the Southeast corner of Lot 60 of said Addition; Thence West along the South line of Lot 60 a distance of 181.8 feet; Thence North a distance of 56 feet to the Southeast corner of a tract described in Book 2006 on Page 051183-06; Thence West along the South line of said tract a distance of 189 feet to the East right of way of Grant Avenue; Thence along the said East right of way a distance of 388.52 to a point on the extension of the North line of said Lot 45; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 to the Point of Beginning. Except any part taken for road purposes.

And the following described property from a GR, General Retail District and R-SF, Single Family Residential District to a Grant Avenue Parkway District, Subdistrict F:

All of Lots 1, 2, and 3 of Grant-Douglas Subdivision in the City of Springfield, Greene County, Missouri.

And also:

Commencing at the Southwest corner of Lot 4 of Block 3 Miles-George Parkview Subdivision in the City of Springfield, Greene County, Missouri; Thence South along the East right of way of Grant Avenue a distance of 170 feet to the True Point of Beginning; Thence continuing South a distance of 230 feet to the Northwest corner of Lot 31 of Holman Place Addition; Thence continuing along said East right of way a distance of 350 feet, more or less, to a point on the extension of the North line of said Lot 45 of

Holman Place Addition; Thence East along the North line and the extension thereof of Lot 45 a distance of 199.53 feet to the Northeast corner of said Lot 45; Thence North along the West line of the existing alley a distance of 360 feet to the North right of way of Loren Street; Thence East along the said North right of way a distance of 18.2 feet to the Southeast corner of a tract described in Book 1804 on Page 648; Thence North along the east line of said tract a distance of 55 feet; Thence West a distance of 6 feet; Thence North a distance of 165 feet; Thence West a distance of 200 feet to the Point of beginning. Except any part taken for road purposes.
And also:

Beginning at the Northeast corner of Lot 6 of Greenhouse Estate in the City of Springfield, Greene County, Missouri; Thence East along the South right of way of Catalpa Street a distance of 780 feet, more or less, to the West line of vacated Douglas Avenue; Thence South along the said West line a distance of 245 feet, more or less, to Fassnight Creek; Thence along the center of Fassnight Creek a distance of 800 feet, more or less, to the East boundary of Greenhouse Estate; Thence North along said East boundary a distance of 310 feet, more or less, to the Point of Beginning.

Exhibit B

RECORD OF PROCEEDINGS Planning and Zoning Commission – June 3, 2021

Z-11-2021 and Grant Avenue Parkway Corridor Amendment

An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues.

Applicant: City of Springfield

Mr. Randall Whitman states that this is a request to rezone 72.33 acres in the GAP Corridor Plan (Z-11-2021) and establishing the development code for the Grant Avenue Parkway Corridor Amendment and gave an overview of the process.

BUILD Grant – November 2019	GAP District zoning – June 3 -28, 2021
Administrative Delay – January 11, 2021	GAP Rezoning – June 3-28,2021
GAP Concept Plan – February 2021	Administrative Delay - Expires July 22, 2021
GAP Corridor Plan adoption – March 22, 2021	Build Grant Funds Obligated – September 2021

Key Recommendations adopted March 2021 were Transportation framework, Land use framework, Regulatory framework, and Zoning Implementation.

Existing Zoning is RSF – Single-Family Residential, R-TH - Residential Townhouse, R-MD - Medium Density Multifamily Residential, GR - General Retail, CC - Center City, and IC - Industrial Commercial.

Subdistricts

A – Mixed use	College Street to Walnut Street Prioritizes mixed use, complements existing CC- Center City Zoning and brewery Transitional scale from downtown / urban to traditional neighborhood Prioritizes adaptive reuse and conversion of existing structures CC - Bulk and area requirements (minimal) Max front setback – 10' Min height – 3-stories
B – Mixed use, multi-family, adaptive reuse	Walnut Street to Elm Street Mixed use, mixed residential, live-work, and commercial / office Transitional area between sub-districts / downtown and neighborhood Prioritizes adaptive reuse and conversion Min / Max front setback – 15' / 25'

	Min / Max height – 3 / 4 stories
C – Mixed use, multi-family, and neighborhood-scale commercial	Elm Street to Mt. Vernon Street Mixed use, mixed residential, live-work, and commercial / office, Targeted neighborhood scale-commercial Prioritizes adaptive reuse and conversion Max front setback – 10' Min / max height – 2 / 3 stories
D – Mixed residential	Mt. Vernon Street to Grand Street Mixed residential and live/work Targeted flexibility in housing type and density Transition from higher density residential east to traditional neighborhood - single-family housing Min / Max front setback – 15' / 25' Min / Max height – 2 / 3 stories
E – Mixed use	Grand Street to Catalpa Street Mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 10' / 20' Min / Max height – 3 / 4 stories
F – Mixed use and Multi-family	Grand Street to Catalpa Street Multi-family, mixed use, local serving neighborhood commercial uses integrated into the streetscape Emphasis on the location of the Grand Avenue Parkway and Fassnight Park and Greenway to generate increased pedestrian traffic Min / Max front setback – 15' / 25' Min / Max height – 3 / 4 stories

Grant Avenue Parkway District (All)

- Provisions specific to conversion of existing structures.
- No maximum housing densities established.
- Parking is not allowed in front yards or within the front setback.
- No parking required for commercial or non-residential use.
- Strongly discourage access to Grant Avenue, requiring cross access easements and shared access where possible.

Applying the Standards

Awnings and Canopies: Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade. Rounded or hooped awnings/canopies shall be prohibited.

Transparency: The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way with the exception of alleys shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street on at least forty (40) percent of the subject façade. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.

Story Height: The height of the first floor of new development shall be consistent with the height of the first floor of existing adjacent development and shall be emphasized using storefronts and architectural features.

Key Distinctions

- Mix of uses at nodes along the parkway, creating pedestrian-oriented neighborhood and downtown destinations for products and services.
- Detached signs allowed in limited areas.
- No commercial parking lots, except in area A.
- No required commercial parking calculation – focused and designed for the pedestrian.
- Artisan manufacturing is a new, encouraged use.
- Place is prioritized over use.

Community Input and Priorities

Neighborhood Meetings – May 5 & 19, 2021

- Over 80 individuals participated in the two combined events (in-person and remotely)
- Fielded numerous Parkway questions and anticipated impacts to adjoining properties
- Concerns about congestion, traffic, and parking
- Proponents, some frustrated in being left out of the zoning change or problem properties excluded

Grant Avenue Corridor Planning Input

- Connections to parks, greenway, and schools
- Participants supportive of proposed use mix and desired form
- Impact on the neighborhood character and fabric

Forward SGF – 2019-2020

- More walkable, livable integrated commercial districts in neighborhoods
- Diversity in housing types, affordability, and availability
- Beautification and higher quality development
- Bold leadership-commitment to big, transformational decisions

Ms. Broekhoven asked about blighted designations in the corridor.

Mr. Griesemer stated that there are blighted properties, however the City has not done blight study but would like to complete one.

Ms. Bruce asked about setbacks and street front. Do the minimum setback allow for cases for street seating (restaurant) and if addressed for the district.

Mr. Whitman stated that the frontage types are defined and there are requirements that will allow out-door seating and it is addressed in the reports.

Mr. Rosenbury said the sections look real like residential and do apply for first floor for a commercial building but could be carved out for frontage type, i.e., out-door dining.

Mr. Colony asked about current zoning for the district.

Mr. Whitman stated that there are various zoning types throughout the subsections.

Mr. Bill Knuckles asked about the subsections and how to support the commercial uses with parking.

Mr. Whitman stated this plan does not address parking as the entire corridor is catered toward neighborhoods, downtown, and pedestrians for walking and do not have the parkway design yet but has the design code for parking.

Mr. Rosenbury stated that they are not requiring certain minimum for parking.

Mr. Coltrin commended staff and if the staff ever envisions a request for a variance in the corridor.

Mr. Whitman said that they have addressed various provisions, and this is a foray into new codes and standards and hoping that the development community will step-up and they have had a lot of new interest and investments.

Mr. Colony asked about the standards for lighting.

Mr. Whitman said that they have addressed light pollution within the code and Mr. Hosmer noted the standards.

Mr. Doennig opened the public hearing.

Ms. Patricia Neff, 632 W. Mt. Vernon had a question on the letter that she received stating that the Planning and Zoning Commission will not rezone her property.

Mr. Hosmer clarified the statement saying that Planning and Zoning does not rezone, however they do make a recommendation and is forwarded to the City Council.

Mr. Bentley Dyer, 1143 W. Highland asked about a bufferyard and alley, he wondered if there will be any regulations or provisions for a bufferyard on the property due to parking and traffic being moved to the back noting possible residential up against a

possible 4 story building because there will not be a buffer zone. He also asked about the lot that was given to the Parks Department and if it would be turned into something.

Mr. Hosmer stated that they are no buffers for an alley unless it was vacated and noted that the lot mentioned belongs to the Parks Department and will remain with Parks.

Mr. Whitman also noted that they have several bufferyard requirements in the district and if they get redeveloped then they would have to add a bufferyard, fence, etc., in this case.

Mr. Doennig closed the public hearing.

COMMISSION ACTION: (Z-11-2021)

Mr. Jobe motioned to **approve** Z-11-2021 (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

COMMISSION ACTION: (Grant Avenue Parkway Corridor Amendment)

Ms. Bruce motioned to **approve** the Grant Avenue Parkway Corridor Amendment (An area generally bounded by College Street on the north, Catalpa Street on the south and properties adjacent to the Grant Avenue right-of-way, generally between Douglas and Main Avenues). Mr. Colony seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

June 3, 2021

June 14, 2021

CASE: GAP, Grant Avenue Parkway District Text Amendment and Zoning Case Z-112021

STAFF: Randall Whitman, Principal Planner
417-864-2027

PROPOSED MOTION: To adopt the GAP, Grant Avenue Parkway District Text Amendment as a new zoning district and to approve Zoning Case Z-11-2021 as submitted in the staff report.

Required vote is a majority of those present (5 members are a quorum)



SUMMARY OF TEXT AMENDMENT AND ZONING DISTRICT

In November 2019, the City of Springfield received notice of award of a \$21 million federal BUILD (Better Utilizing Investments to Leverage Development) grant to develop a link between Downtown and the Wonders of Wildlife/Bass Pro Shops complex using Grant Avenue. Once complete, the project will include dedicated bike and pedestrian trails, Complete Street improvements to Grant Avenue and increased activated greenspace through Springfield's urban core.

City Council passed a resolution on July 27, 2020 enacting an administrative delay of 180 days and extended the delay on January 11, 2021. The resolution delayed the acceptance and processing of applications for demolition, new construction, re-platting of property, including lot combinations, and rezoning. This action allowed City staff an opportunity to seek input from area residents, property owners, design professionals, and interested citizens regarding the Grant Avenue Parkway project. As part of this citizen engagement, staff has conducted a study, developed a corridor plan, a regulatory framework and other design recommendations. City staff was charged with developing a plan and presenting recommendations and a report to City Council before the July 22, 2021 expiration of the administrative delay.

In concert with the design of the parkway, the consultants for Forward SGF, the City's Comprehensive Plan, worked with City staff and the Owner's Representative for the Parkway project to develop a land use and development framework plan for properties adjacent to the Grant Avenue Parkway generally from College Street to Catalpa Street. The Grant Avenue Parkway Corridor Plan, was adopted by City Council on March 16, 2021 and serves as a guide to establish local policy decisions pertaining to land use, development form and intensities, access and connections and transitions into the surrounding neighborhoods along the Grant Avenue Parkway.

One of the recommendations in the Grant Avenue Parkway Corridor Plan is to establish a new zoning district as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

Development Review Staff Report



The goal of the Grant Avenue Parkway Corridor Plan, District and rezoning of identified properties is to promote reinvestment and redevelopment along the Parkway and into the surrounding neighborhoods. The regulations established in the Grant Avenue Parkway District ask more of the development community in delivering high-quality design that fosters a sense of place. In exchange, the regulations also provide for greater flexibility regarding what residents and business owners can do with their property, including a broader range of permitted uses and permitted height and density and provide for greater creativity in design.

The GAP District, like the Corridor plan, will apply to those areas adjacent to the Parkway from College to Catalpa Streets that are generally within 500 feet east and west of the Grant Avenue centerline, as well as Grand Street. The Grant Avenue Parkway District is intended to promote reinvestment and redevelopment that leverages the new Parkway as an asset by providing greater flexibility to achieve high-quality design and foster sense of place.

The proposed GAP District prioritizes place over use, allows for greater flexibility of uses, enhances development and design standards, and streamlines development approval through thirteen main sections that comprise the District as shown below.

- | | |
|--|------------------------------|
| 1. General Provisions | 8. Off-Street Parking |
| 2. GAP District purpose and intent | 9. Landscape |
| 3. Established of Subdistricts A through F | 10. Screening |
| 4. Bulk Standards | 11. Signs |
| 5. Permitted and Conditional Uses | 12. Outdoor Lighting |
| 6. Use Specific Standards | 13. Site Plan Review Process |
| 7. Building, Orientation, Siting, and Design | |

This report highlights the sections of the GAP District that differ significantly from existing zoning regulations. The standards established in the GAP District control building architecture and design, allowed density and development patterns and other areas that combine to make the district unique.

Establishment of Subdistricts

The Grant Avenue Parkway District is comprised of unique character areas with varying patterns of development, architectural styles and visions as established in the Corridor Plan. To better regulate these areas, the GAP District is divided into six subdistricts, Subdistricts A through F. The purpose for the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment. The following is a summary of each of the proposed subareas:

Subdistrict A: Generally located from College Street to Walnut Street at the north end of the GAP District. This area is prioritized for mixed-use development. New development in this area shall complement nearby downtown urban-scale development and provide for integration of these uses into a more traditional neighborhood form.

Subdistrict B: This subdistrict is generally located from Walnut Street to Elm Street and is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. This subdistrict also accommodates mixed-use or multifamily residential development to create a seamless transition to adjacent subdistricts.

Subdistrict C: This subdistrict is generally located from Elm Street to Mt. Vernon Street and is intended to be a local-serving mixed-use neighborhood center that is compatible with the West Central Neighborhood. This subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.

Subdistrict D: This subdistrict is generally located from Mt. Vernon Street to Grand Street and is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.

Subdistrict E: This subdistrict is generally surrounding the Grant and Grand and Grant and Catalpa intersections is intended to accommodate local-serving, mixed-use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and the connection to the Fassnight Creek Greenway trail.

Development Review Staff Report



Subdistrict F: This subdistrict is generally located along Grant Avenue at Delmar and Loren Streets and along Catalpa Street west of Grant Avenue and is intended to accommodate higher density residential and mixed-use development to support adjacent neighborhood retail nodes.

Bulk Standards

The proposed Bulk Standards, shown in Table 36-487, are aimed at reducing setbacks along the street and establishing a maximum setback for structures which is intended to activate the Parkway by bringing the buildings forward to the street and requiring parking to be placed behind the building, particularly in Areas A, B, C, and E where mixed-use development is allowed and encouraged. The setbacks proposed in Subdistricts D and F are more reflective of residential development and are more compatible with existing residential development.

The minimum and maximum heights proposed within each subdistrict are intended to ensure development that is reflective and complementary to existing and nearby development. There is not a maximum height proposed within subdistrict A to be consistent with the relaxed height requirements in the existing CC, Center City zoning on property within subdistrict A. The other subdistricts are restricted to a maximum height of 3 stories in subdistricts C and D and 4 stories in subdistricts B, E and F.

Permitted and Conditional Uses

Table 36-488 identifies permitted and conditional uses within each subdistrict. The uses permitted within each subdistrict reflect the unique character of each area and provide for a transition from north to south along the corridor from downtown to the heart of the West Central Neighborhood and then south toward Fassnight Park and the Fassnight Creek Greenway. Subdistrict A, at the northern end of the corridor, accommodates mixed-use development as well as stand-alone retail, entertainment and service uses. Within subdistrict A, artisan manufacturing as well as breweries, wineries and distilleries are also permitted. Multifamily is permitted as part of a mixed-use development. Subdistrict B serves as a transition area into the West Central Neighborhood and accommodates mixed-use development as well as retail and residential uses. Subdistrict C serves as a focal point for the West Central neighborhood and a transition area into the primarily residential portion of the corridor south of this area to Grand Street. Within Subdistrict C, mixed use is encouraged along with a mix of small-scale retail and office conversions and residential uses. Subdistrict D is the mixed residential portion of the corridor. A variety of housing types are permitted within Subdistrict D as well as Bed and Breakfast and general office conversions. Subdistrict E serves as a mixed-use and retail node at Grant Avenue and Grand Street and along Grant Avenue near the entrance to Fassnight Park and the Greenway trail. Both areas are high traffic areas and uses that locate in Subdistrict E are intended to serve patrons along the parkway as well as traffic along Grand and residents in the area. At the southern end of the District, Subdistrict F, provides for mixed-use as well as stand-alone multifamily uses with the approval of a Conditional Use Permit. Stand-alone retail as well as general and medical offices are also permitted within this area.

Building Orientation, Siting and Design

This section establishes the standards that set this district apart from development that can be achieved under the existing zoning. The additional flexibility and creativity that is afforded in the use and design of structures along the corridor is in exchange for development standards intended to ensure a high-quality design that fosters a sense of place along the corridor. This section of the district establishes the mixed-use and multifamily building types and outlines the frontage type standards that development within the district must incorporate. The frontage types range from different porch types (Projecting, Engaged, Integral), commonly found on residential structures to a forecourt and shopfront, which are more appropriate for mixed-use or non-residential buildings. All the frontage types are aimed at creating interest and a focal point for buildings to address the street as all buildings are required to be oriented toward Grant Avenue or the primary street if the building is located on a side street. This section also establishes exterior building materials that can be used within the district, including a requirement to create pedestrian interest on the ground level of buildings by using contrasting materials and elements. Vinyl and clapboard siding materials are prohibited within the district. While this is a significant change in current zoning requirements, the intent is to create high-quality, sustainable development along the corridor.

Requirements to create pedestrian interest along the sidewalks and pedestrian pathways are included in this section, including a requirement for transparency (windows and doors) at the ground level of non-residential or mixed-use buildings. The ground level of mixed-use, multi-family and nonresidential buildings must further offer pedestrian interest through façade articulation and the use of contrasting design elements. The use of awnings and canopies are also encouraged at the ground level of non-residential and mixed-use buildings. These requirements are intended to create

Development Review Staff Report



visual interest and activity at the street level and prevent large expanses of blank walls and buildings that don't engage the street and pedestrian realm.

Off-Street Parking

Off-street parking within the district is required to be located to the rear of the principal building and accessed from a side street, alley, or access easement. In addition, internal circulation systems are required to allow traffic to travel between properties without the need to access the street system. These requirements are intended to push the buildings closer the street and keep the vehicular access points along Grant Avenue and side streets to a minimum. Off-street parking is not required in Subdistrict A and for non-residential uses in Subdistricts B, C, D, E, and F. This is comparable to the current off-street parking requirements in the CC, Center City District for the downtown area and is intended to foster a more pedestrian, walkable, and bikeable corridor.

Landscape

Landscaping requirements within the district are enhanced with requirements for a combination of trees, shrubs, native grasses and/or groundcover for all non-single-family development. Just as in the current zoning regulations, there are requirements for parking lot perimeter and interior landscaping and buffer area (bufferyards) and screening. However, the standards contained in this district call for additional plantings along the perimeter and interior of development sites to create an overall softening of development and to create visual appeal as well as supporting stormwater management where appropriate. One shift with the buffer area standards contained in this district is that they are required based on adjacent use rather than on zoning district. In addition, the width of the required buffer area is consistent across all development types rather than varying between zoning districts. As proposed in this district, a minimum 7-foot-wide buffer area, with plantings and a fence, is required along interior property lines of all non-single-family development when adjacent to single-family uses. In addition to the other landscaping requirements, this district introduces the concept of a building foundation area for all non-single-family development, unless the development is built with a zero-foot setback. The building foundation area is an additional landscaped area at the base of buildings to further promote a softening effect of development and is designed to frame architectural features and to visually soften the expanse of walls.

Signs

This district has a robust, more restrictive sign section, including standards for a variety of signs that are permitted, both permanent and temporary, within the district. Permanent signs include wall, awning or canopy, projecting, window, and on-site directional signs. Temporary signs include banner, sidewalk, window, yard, and post signs. The permitted signs are intended to complement development along the corridor while not creating visual clutter along the Parkway. The district will prohibit certain signs such as electronic message boards, roof signs and billboards or off-premise signs.

The accompanying zoning case, Z-11-2021 will rezone the subject properties along the Grant Avenue Corridor to the newly created Grant Avenue Parkway District, Subdistricts A through F. if approved.

Approval of the proposed GAP District and zoning case Z-11-2021 will fulfill the implementation of the recommendations of the Grant Avenue Parkway Corridor Plan by establishing the regulatory standards necessary to accommodate and promote appropriate development along the Parkway and rezone the subject properties so that development along the parkway can occur without additional processes or delay.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The Grant Avenue Corridor Plan was adopted by City Council as an element of the Comprehensive Plan on March 16, 2021. The Plan recommends a new zoning district be established as the primary implementation mechanism to promote the development concepts and strategies outlined in the Plan and to initiate a rezoning of the corresponding properties. The proposed Grant Avenue Parkway District and accompanying zoning case is the implementation of that recommendation.

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

Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

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

STAFF COMMENTS:

Staff recommends approval of the Grant Avenue Parkway District as a new zoning district.

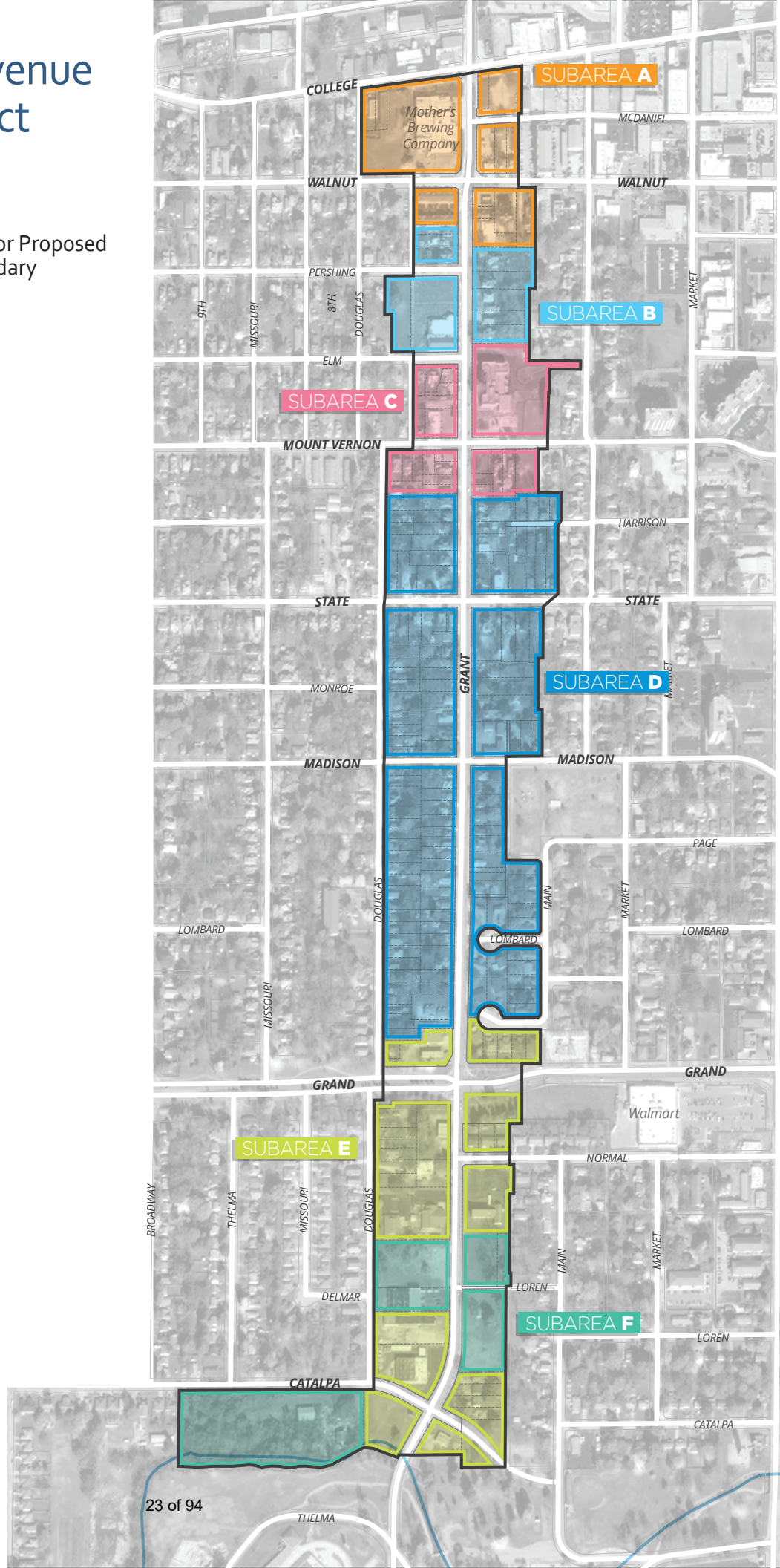
Staff recommends approval of Zoning Case Z-11-2021.

PUBLIC COMMENTS:

In addition to the multiple meetings held regarding the Grant Avenue Parkway Project, two neighborhood meetings were recently held, on May 5, 2021 and May 19, 2021, on this proposed district and accompanying zoning case where information was shared with attendees and feedback was received. The attendance list and summary of the meetings is attached.

Proposed Grant Avenue Parkway District

Legend:  Grant Avenue Corridor Proposed District Boundary



Neighborhood Meeting Report

Two (2) neighborhood meetings were hosted to collect feedback and review the proposed Grant Avenue Parkway (GAP) District regulations and subsequent rezoning.

- Grant Avenue Parkway District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021
- Grant Avenue Parkway District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 1 - Wednesday, May 5, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



The standard meeting letter and a postcard were sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes.

31 individuals joined the meeting remotely and 25 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne made a brief presentation and provided an overview of the proposed zoning regulations and area impacted by the zoning change. Following the presentation, city staff facilitated a short group question and answer session, afterwards one-on-one discussion (in-person and remotely) was conducted with individual meeting attendees.

Summary of Feedback and questions:

- Despite explanation to guests that the meeting was about the creation of a new zoning district and rezoning of property, many questions were asked about the Parkway, itself.
- Questions asked about Grant Avenue widening and traffic congestion, property impacts and acquisition, design, and commitment and assurance of completion and follow-through. While general answers were provided, City Staff encouraged the group to focus on the zoning and someone would answer specific Parkway questions independently.

- Many or nearly all in attendance were in support and excited about the project and did not protest the zoning or creation of the new district. The only comment card left said *“I’m in full support of the Grant Avenue Parkway Plan. I believe that the GAP District is extremely well thought-out and I’m excited for what the Parkway will do for Springfield. I sincerely hope that the City can pursue additional federal grants in the future.” Andrew Doolittle*
- One guest raised concern for public safety, as the neighborhood and specific areas along the Parkway are dangerous and crime-ridden. City Staff encouraged the resident to get further involved in forming an association in the Parkcrest Neighborhood and work with residents and City Police.
- Question was asked about the continuation of existing uses, specifically residential and how the new GAP district would address non-conforming uses. Consultants and City Staff explained non-conforming uses and existing uses would be allowed as specified in the existing zoning code.
- Question was asked about the impact the rezoning and housing expansion would have on congestion, on-street parking and traffic. Staff explained this was a reality, given the proximity to downtown and the urban nature of the project and rezoning would likely impact these things and in-time, but the city and neighborhood could work together to study the situation and possible strategies to mitigate the same, if it became a problem. Enforcement and possible parking districts, public lots, etc.
- A question or concern was raised with the impact on flooding, as increased development would bring new stormwater problems to the area. City Staff explained that new development would have to provide and address increased run-off.
- A question was asked about the application of bufferyards on properties proposed for rezoning but would remain residential in nature. City Staff agreed to look closer into the specific application of bufferyards.
- Desire to have maximum height limits removed for Subdistrict A, due to its proximity to downtown (City Staff tentatively agreed and would ensure this was addressed).
- Frustration expressed by an adjoining property owner on the 1100 block of south Main Street, because his properties were not included in the rezoning request. City staff apologized and explained the zoning mainly only targeted a limited impact area, but future rezoning of his property could be considered for an alternative use.
- Resident of Mt.Vernon asked to have “Bed and breakfast” as permitted use group added to Subdistrict C. City Staff tentatively agreed and would ensure this was addressed.
- Residents expressed concern for the height of new development towering over other properties and invading privacy. City Staff explained the proposed height standards were not that less restrictive than what was currently allowed by existing zoning. City Staff agreed to look more closely at how the requirements could reduce the impact.

Attendance for the GAP District Neighborhood Meeting No.1 - May 5, 2021

Zoom Attendance

Danny
C Brody
Stephanie
Neila Seda
Sonia Hardshy
Larry
Mal Bailey
Michael Carlie
Gabrielle
Mark O' Hara Hoeir Schaudt
Ben Cummings
Kimberley
Rob Gray
1-417-343-5285
Debbie Goodwin
Drew Kifer
Neddra Moore
Galaxy s9
1-417-693-1996
Trent with Notched Properties
Julie MacDonald
Rogue Barber Co
Sonja Anderson
Iphoneguy

City Staff and Consultants present or participating in the meeting

Tim Rosenbury, City of Springfield/CMO
Brendan Griesemer, City of Springfield/Planning
Bob Hosmer, City of Springfield/Planning
Alana Owen, City of Springfield/Planning
Ben Tegeler, City of Springfield/Planning
Randall Whitman, City of Springfield/Planning
Cora Scott, City of Springfield /PIO
Kristen Milam, City of Springfield / PIO
Nik Davis, Houseal Lavigne
Brandon Nolin, Houseal Lavigne
Jackie Wells, Houseal Lavigne
Steve Prange, Crawford, Murphy and Tilley
Francine Pratt, Pratt Consulting

Grant Avenue Parkway (GAP) District Neighborhood Meeting No. 2 - Wednesday, May 19, 2021

An in-person and remote meeting option, via Zoom, was hosted for all property owners, residents, and neighborhood representatives for the entire targeted area impacted by the proposed Grant Avenue Parkway (GAP) District. The meeting was held at the Forward SGF Planning Studio, 351 North Boonville Avenue. In addition to the West Central Neighborhood Betterment Association Board, those residing or owning property within 500' of the proposed GAP District boundary.



A postcard was sent to approximately 1,100 individuals or households. 73 acres and/or 221 individual properties will be affected by the proposed zoning changes. 43 individuals requested the zoom link and were formally invited to attend via the remote meeting option.

23 individuals joined the meeting remotely and 5 joined the meeting in-person (lists and sign-in sheet included below). City staff and representatives from Houseal Lavigne were available for both groups to answer questions and discuss the proposed zoning code amendments and rezoning. One-on-one discussion (in-person and remotely) was conducted with individual meeting attendees with a come and go format.

Questions/Concerns raised:

- Questions about how non-conformities are handled – would existing porches on homes need to be brought into compliance and would an addition on a house need to comply with requirements. Staff explained there would not be any mandated property upgrades to existing residences or business. Site or building improvements or/and compliance with the new code would only be required if new development, change in use, or substantial improvements were made.
- Question about lighting standards and how they compare with other cities. Staff explained the lighting requirements are likely comparable, shields or structural cut-off devices on fixtures would be required to reduce light pollution.
- Question about landscaping and how this differs from existing landscaping requirements and whether it requires native landscaping. The landscaping requirements included in the proposed ordinance exceed what is required by the city's current ordinance on all levels. Bufferyards, perimeter, interior parking lot and foundation plantings focus on including more trees, shrubs and native grasses to provide increase the curb appeal adjacent to the parkway, as well as screen and buffer dissimilar uses, site fixtures and features from new, non-residential development.

- It was recommended that the district be expanded to incorporate the existing homes on the west side of Douglas south of Grand Street. In several locations, adjoining property owners have requested inclusion into the district. It was explained the zoning is supported by preliminary land uses for mixed residential and mixed use in the larger area surrounding the Grant Avenue Corridor.
- Question about whether farm stands would be permitted in Subdistrict D. The owner feels strongly they should be permitted. That topic was reviewed, and seasonal sale of home grown produce and flowers, from a “Farm Stand” would be allowed with restriction; frequency, duration, signage and products available for sale would be limited to agricultural products grown on site, as a part of a home occupation.
- Question about artisan manufacturing and how this differs from making art and selling out of home in Subdistrict D. Would someone be able to sell art out of home in Subdistrict D. Need to clarify home occupation uses. Artisan manufacturing is different than a live work or home occupation. Artisan manufacturing would not be permitted in the residential Subdistrict D. Home occupations are allowed in all six (6) subdistricts and Live Work is allowed only in Subdistricts B, C, and D.
- Question about ability to have an accessory dwelling unit in Subdistrict D. Accessory dwelling units are not allowed in D, but multi family is. If designed, so as to address the requirements of the code, more than one dwelling on a lot could be permitted, accomplishing the same.
- Question about why medical marijuana uses are permitted but liquor stores are not permitted. Some medical marijuana related uses are allowed, which are further regulated by the underlying zoning code and state statutes. The city has limitations on restricting manufacturing and dispensaries and those same limitations are present in the six subdistricts. Cultivation, manufacturing, extracting, and testing are permitted only in Subdistrict A. Pubs, micro-breweries, alcohol and marijuana sales and distribution is permitted as a retail use in all districts, but D. Package liquor sales is not permitted in any of the subdistricts.
- Question about daycare...whether or not this was a daycare center or in-home daycare. Daycares are limited to subdistrict C, largely because the church and school represent locations where that could be a viable accessory use. In-home daycares are not permitted in any of the subdistricts.

Attendance for the GAP District Neighborhood Meeting No.2 - May 19, 2021

Zoom Attendance

Candace Faith
 Ben Cummings
 Guy Mace
 Brad Erwin
 Brandon Biskup
 Dacy Mulcahy
 John Cromer
 Jackie Rehwald

Kaitlin Page
Mark O'Hara – Hoerr Schadt
Neddra Moore
Rusty Worley, West Central Neighborhood
Jim Schuessler
Nancy Evans
Stephen Evans
Keith Ray Mackie
Sarah Davis

Sawyer
Jonathan and Lori
Galaxy Tab E

City Staff or consultants working on behalf of the City:

Alana Owen, City of Springfield
Jackie Wells, Houseal Lavigne
Steve Prange, CMT
Brian Eads, CMT

grant avenue parkway

COMMUNITY ENGAGEMENT

29

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant Ave	yes
Nick Newman	nick@newman-ent.com	507 S. Grant	Y
JOSEFA ROBERT	Katrina.robert7@gmail.com	938 W. Walnut	Y
Alan Neff	Patricia Neff	632 W. Mt	Y
Keith Ray Mackie	keithrmackie@col.com	1101 S. Broadway	Y
CRIS PARK	crispark@att.net	730 W ELM	Y
Kay Lawrence	LawrenceKay@SBCGLOBAL.com	816 W. State	Y
Jeramy Jackson	jackson@greatriv.com	2826 S. Ingram Mill Springfield, mo 65804	Y
Tim Schoenhoff	tschoenhoff@greatriv.com	" "	Y
Mike BEAM	mbeam@greatriv.com	" "	Y
Bob Sterling	bgsterling49@yahoo.com	822 W. Monroe	Y

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Bruce Bossi		1049 S Main	Yes
Jeff Schrag	jSchrag@mothersbrewing.com	215 S. Grant	Yes
Brooke Evans	blevans@murney.com	921 S Grant 812 S. Grant	YES
Scott Bratcher	scott@subratcher.com	818 S Grant	YES
Justin Guss	m22evans@gmail.com	921 S Grant	Yes
Candace Faith	candacefaith@gmail.com	Grant St. 1030 W Catalpa St	Yes
Joe Sutton	Joessutton2016@gmail.com		Yes
Vicki Cola	vickiann7777@gmail.com	863 S. Main Ave	yes
Mary Kunda	MKunda@yah.com	1521 S Grant	yes
Phyllis Netzer	Pnetzer50@gmail.com	845 S. Missouri Ave	yes
Andrew Dodittle	andrew@vereff-homes.com	3131 E Wilshire Dr	Yes

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 5, 2021

Name	Email	Address	Receive Future Notifications
Joe Costello	joe@joe costello.com		
Bruce Cooney	Bruce@community.com	2117 S. HILLCREST AVE 658057	✓
Jeff O'Neil		6325 Grant 65806	✓
Cameron LaBarr	cameronlabarr@gmail.com	65806	✓

grant avenue parkway

COMMUNITY ENGAGEMENT

Wednesday, May 19, 2021

Name	Email	Address	Receive Future Notifications
Bob Sterling	bgssterling@yahoo.com	822 W Monroe 2026 S. Ingram Mill Rd Spfld, MO 65804	Yes
Jerany Jackson	jackson@greatriv.com	" "	Yes
Mike Beaty	mbeaty@greatriv.com	" "	"
Nancy & Tom Dornan	nancydornan715@gmail.com thomasdornan@sbc.com	802 S. Kichapoo 65804	Yes
Darcie Grisham	darciegrisham@yahoo.com	620 S. Grant 65804	yes
Suzie Turner	sturner@signalstrength.net	Delaware Nigh.	yes
Jim & Darcie	darciegrisham@yahoo.com	620 S. Grant	yes

Division 7. Grant Avenue Parkway District Standards

36-486. General Provisions

- (1) **GAP District Generally.** The Grant Avenue Parkway District shall have the boundaries shown on the official zoning map maintained by the Department. In case a property is included in two (2) or more Subdistricts, and the provisions of which conflict, the provisions of the more restrictive Subdistrict shall apply.
- (2) **GAP District Purpose and Intent.** The purpose of the GAP – Grant Avenue Parkway District is to regulate the development of the parcels along Grant Avenue Parkway between College Street and Fassnight Park. The GAP District is intended to provide greater flexibility in use by requiring high-quality design that fosters sense of place to promote reinvestment and redevelopment that leverages the new Parkway as an asset.
- (3) **Establishment of Subdistricts.**
 - (a) **Subdistricts Generally.** The GAP District is comprised of unique areas with varying patterns of development, architectural styles, and visions as established in the City of Springfield Grant Avenue Parkway Corridor Plan. In order to better regulate these areas, the GAP District is further divided into six (6) subdistricts as detailed below. The purpose of the subdistricts is to capitalize on the unique character of each portion of the GAP District and accommodate existing development while encouraging additional opportunities for redevelopment and reinvestment.
 - (b) **Grant Avenue Parkway District Subdistricts.**
 1. **Subdistrict A.** Subdistrict A, generally located from College Street to Walnut Street at the north end of the GAP District, shall be prioritized for mixed use development. New development in this subdistrict shall complement nearby downtown urban-scale development and provide for the integration and transition of these uses into a more traditional neighborhood form.
 2. **Subdistrict B.** Subdistrict B, generally located from Walnut Street to Elm Street, is intended to accommodate the renovation of existing residential structures or their conversion to neighborhood-scale home businesses. The subdistrict also accommodates mixed use or multifamily residential development to create a seamless transition to adjacent Subdistricts A and C.
 3. **Subdistrict C.** Subdistrict C, generally located from Elm Street to Mt. Vernon Street is intended to be a local-serving, mixed use neighborhood center that is compatible with the West Central neighborhood. The subdistrict allows for the conversion of existing properties to preserve their historic integrity and extend their economic life by allowing owners to justify expenditures for repairs and modernization.
 4. **Subdistrict D.** Subdistrict D, generally located from Mt. Vernon Street to Grand Street, is intended to be a mixed residential corridor. This subdistrict is intended to accommodate reinvestment in existing homes and new development of higher density housing types that blend seamlessly with existing nearby residences.
 5. **Subdistrict E.** Subdistrict E, generally surrounding the intersections of Grant Avenue and Grand Street and Grant Avenue and Catalpa Street, is intended to accommodate local-serving, mixed use neighborhood centers that benefit from traffic along Grand Street and the connection of Fassnight Park at Catalpa Street. New development in this subdistrict should complement the entrance to Fassnight Park and connect to the Fassnight Creek Greenway trail.
 6. **Subdistrict F.** Subdistrict F, generally located along Grant Avenue at Delmar Street and Loren Street and along Catalpa Street west of Grant Avenue, is intended to accommodate higher density development to support the adjacent neighborhood retail nodes.

- (4) **Figures.** Figures are included in this Division to clarify written text. In the case of conflict between the figures and written text within this Division, the written text shall govern.
- (5) **Definitions.** The definitions included in **Table 36-486(5) Definitions** shall be utilized in the interpretation of this Division. If a term is utilized in this Division and is not defined in **Table 36-486(5) Definitions**, the definitions included in Division 2 of Article III of The City's Land Development Code shall be utilized.

Table 36-486(5) Definitions	
Term	Definition
<i>Artisan Manufacturing</i>	Small-scale businesses that produce artisan goods such as artisan leather, glass, wood, paper, ceramic, textile, or yarn products; specialty foods; or baked goods, primarily for direct sales to consumers. This land use includes the design, processing, fabrication, assembly, treatment, and packaging of products as well as the incidental storage, sales, and distribution of such products.
<i>City of Springfield Grant Avenue Parkway Corridor Plan</i>	A plan formally adopted by the City of Springfield City Council that defines the City's land use goals within the Grant Avenue Parkway Corridor.
<i>Department</i>	The Planning and Development Department of the City of Springfield, Missouri.
<i>Farm Product</i>	Any of the following in its raw or natural state: any agricultural, horticultural, viticultural, or vegetable product of the soil; poultry products; livestock products; and apiary products. "Farm product" does not include any livestock, poultry, fish, or shellfish.
<i>Farm Product, Value Added</i>	A farm product that has been changed from its natural state to an item in a different form through canning, drying, freezing, preserving, fermenting, compounding, processing, packing, or a similar alteration, so as to increase the value of the farm product.
<i>Farm Stand</i>	An area accessory to a residential garden that is used to sell farm products and value-added farm products.
<i>Food Truck</i>	A mobile vehicle, trailer, or pushcart operated to sell food or beverages with or without food preparation or cooking. Examples include mobile food establishments, mobile retail food establishments, and mobile pushcarts.
<i>Grant Avenue District</i>	A district created by the City of Springfield to regulate land use within the Grant Avenue Parkway Corridor of the City.
<i>General Office, Conversion</i>	A general office use located in a structure constructed prior to 1930 as a single-family dwelling unit.
<i>Non-Agricultural Item</i>	Any item offered for sale other than farm products and value-added farm products.
<i>Restaurant, Delivery/Carry-out only</i>	An establishment that by the design of its physical facilities or service or packaging procedures permits or encourages the purchase of prepared, ready-to-eat foods intended to be consumed off the premises.
<i>Seasonal Sales</i>	Christmas tree, pumpkins, and similar, temporary (typically recurring on an annual basis) sales for a period not to exceed thirty (30) days.
<i>Sign, Awning or Canopy</i>	A sign that is mounted, painted, or attached to an awning or canopy. This includes any projecting canvas or other material over a structural framework used for a small amount of shelter or shade on a facade that has signage displayed on the visible surface.
<i>Sign, Banner</i>	A temporary sign which is not attached to a permanently mounted backing. Banner signs may be ground-mounted or wall-mounted.
<i>Sign, Billboard</i>	Any sign that displays sign copy based on a temporary lease or rental agreement between the sign owner/operator and the sign copy content creator or owner.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Box</i>	A sign which includes a frame or box-like external structure which encloses the functional elements of the sign, including internal illumination, where the sign content is affixed on a face or panel.
<i>Sign, Electronic Message Board</i>	A sign or portion thereof designed to accommodate frequent message changes composed of characters, letters, or illustrations that can be changed or rearranged electronically without altering the face or surface of such sign.
<i>Sign, Feather</i>	A flexible or rigid pole to which one side of a flexible fabric, generally in the shape of a feather or similar shape, is attached, and upon which temporary sign copy is displayed. Such banners are also known and sold under names that include, but are not limited to, "quill sign," "banana banner," "blade banner," "flutter banner," "flutter flag," "bowflag," "teardrop banners," and others. The definition includes functionally similar display devices.
<i>Sign, Monument.</i>	A freestanding sign, other than a pole/pylon sign, with a support structure that is wider than the sign face.
<i>Sign, Moving, Rotating, or Animated.</i>	Any sign or part of a sign that changes physical position by any movement or rotation or that gives the visual impression of such movement by use of lighting, or that exhibits intermittent or sequential flashing of natural or artificial light or color effects by any means whatsoever.
<i>Sign, Nonconforming</i>	Any sign that does not meet the standards for area, height, setbacks, illumination, or other standards for the sign types in the governing zoning district but existed prior to the adoption of the regulation to which it does not conform.
<i>Sign, Off-Premises</i>	A sign that constitutes a principal, separate, or secondary use, as opposed to an accessory use, of the parcel on which it is located.
<i>Sign, On-Site Traffic Directional</i>	A sign on a lot that directs the movement or placement of pedestrian or vehicular traffic in order to protect the public health, safety, and welfare.
<i>Sign, Permanent</i>	A sign constructed of durable materials and intended to exist for the duration of time that the use or occupant is located on the premises.
<i>Sign, Post</i>	A freestanding, moveable sign affixed to the ground with one (1) or no more than two (2) wood stakes or poles with an arm from which the sign hangs.
<i>Sign, Prohibited</i>	Any sign type expressly disallowed under Division 7 of the City of Springfield Zoning Regulations.
<i>Sign, Projecting</i>	A sign, other than a wall sign which is attached to and projects more than one (1) foot, generally perpendicular from a structure or building face.
<i>Sign, Pylon or Pole</i>	A freestanding sign, other than a monument sign, with a support structure that is narrower than the sign face.
<i>Sign, Sidewalk</i>	A type of portable sign that is intended to be placed on a hard surface, most commonly a sidewalk. These signs include A-frame signs, signs that are suspended from the top member of an A-frame, signs with weighted bases, and comparable signs.
<i>Sign, Snipe</i>	An off-premises sign that is tacked, nailed, posted, pasted, glued, or otherwise attached to trees, poles, stakes, fences, or other objects.
<i>Sign, Temporary</i>	A sign displayed for a certain short period of time. If a sign display area is permanent but the message displayed is subject to periodic changes, that sign shall not be considered as temporary.
<i>Sign, Wall</i>	A sign mounted parallel to a building facade or other vertical building surface.

Table 36-486(5) Definitions

Term	Definition
<i>Sign, Window</i>	A sign which is applied or attached to the exterior of a window, or applied to, attached to, or located within one foot (1') of the interior of a window, which can be seen through the window from the exterior of the structure.
<i>Sign, Yard</i>	A temporary portable sign constructed of paper, vinyl, plastic, wood, metal, or other comparable material, and designed or intended to be displayed for a short period of time.
<i>Solar Energy Collection System, Canopy</i>	A solar energy collection system consisting of elevated solar panels installed above parking lots, carports, and other paved areas.
<i>Solar Energy Collection System, Roof Mounted</i>	A solar energy collection system that is structurally mounted to the roof of a building or other permitted structure. It is typically installed parallel to the roof with a gap of several inches.
<i>Title Loan/Short-Term Lending</i>	An establishment that provides to the customer an amount of money that is equal to the face value of the check, warrant, draft, money order, or other commercial paper securing the same purpose, or the amount specified in the written authorization for an electronic transfer of money, less any fee charged for the transaction, whereby the check casher refrains from depositing a personal check written by a customer until a specific date. Such establishments may also engage in money transfers, payday advances, and issuance of money orders. This use shall not include a state or federally chartered bank, savings association, credit union, industrial loan association, or rental-purchase company and shall not include a retail seller engaged primarily in the business of selling consumer goods, including consumables, to retail buyers that cash checks or issue money orders for a nominal flat fee as a service to customers incidental to the main use of the establishment.
<i>Use Specific Standards</i>	A series of requirements formally codified within the City of Springfield Zoning Regulations that define parameters for a land use regulated under the Zoning Regulations.

(6) **Site Plan Review Process.**

- (a) **Applicability.** Development within the GAP District shall be required to certify compliance with all applicable provisions of this Division through the Site Plan Review process established in Section 36-360.
- (b) **Submittal Requirements.** In addition to the submittal requirements detailed in Section 36-360 the applicant shall be required to submit a building elevation plan showing the height, façade design, exterior building materials, signage, and window specifications for all proposed buildings.
- (c) **Review Criteria.** In addition to the review criteria detailed in Section 36-360 alignment with the Grant Avenue Parkway Corridor Plan shall be considered in the site plan review process.

36-487. Bulk Standards

Table 36-487. Bulk Standards addresses the requirements applicable to development of a lot per subdistrict.

Table 36-487 GAP District Bulk Standards						
Standard	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Lot Standards						
Lot Area	n/a	n/a	n/a	n/a	n/a	n/a
Lot Width	n/a	n/a	n/a	n/a	n/a	n/a
Yard Setbacks (Figures 1 and 2)						
Front, minimum (ft)	0	15 ¹	0	15	10	15
Front, maximum (ft)	10	25 ¹	10	25	20	25
Exterior Side, minimum (ft)	0	15 ¹	0	15	10	15
Exterior Side, maximum (ft)	10	25 ¹	10	25	20	25
Interior Side, minimum (ft)	6 ²	6 ²	6 ²	6 ²	6 ²	6 ²
Rear, minimum (ft)	n/a	n/a	n/a	n/a	n/a	n/a
Building Standards						
Height, minimum (stories)	3	3	2	2	3	3
Height, maximum (stories)	n/a	4	3	3	4	4
Notes						
1. The setback of new development shall align with the setback of existing development in the subdistrict that is closest to the public right-of-way.						
2. If party-wall exists, 0' minimum shall be permitted.						

Figure 1: Required Yards

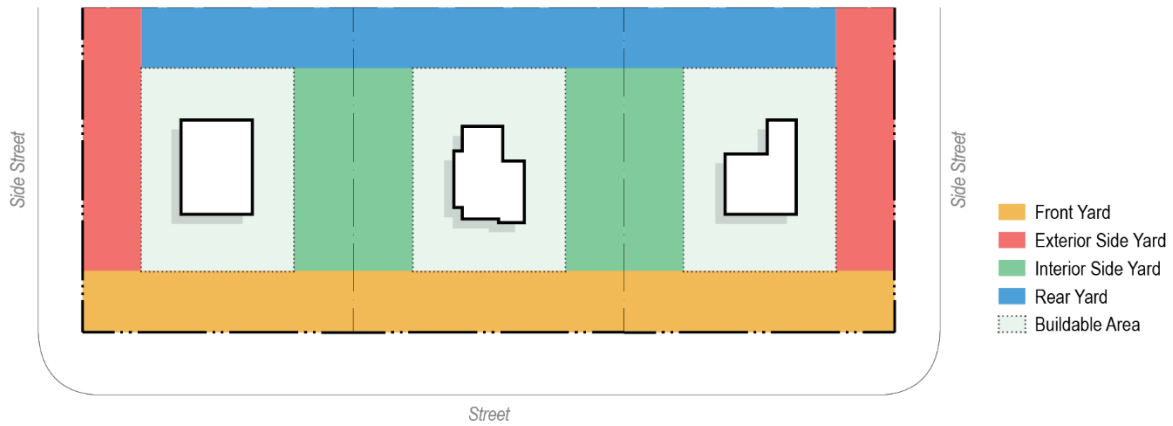


Figure 2: Build-To-Zones



36-488. Permitted and Conditional Uses

The following key is to be used in the interpretation of **Table 36-488. Permitted and Conditional Uses** below.

- (1) **Permitted Uses.** Uses which are marked as “P” in the table shall be allowed subject to all applicable regulations of this Article.
- (2) **Conditional Uses.** Uses which are marked as “C” in the table shall be allowed upon the approval of a Conditional Use Permit as detailed in Section 36-363.
- (3) **Prohibited Uses.** A blank space in the table indicates that a use type is not allowed in the respective subdistrict.
- (4) **Uses Not Listed.** If a proposed use is not listed in the tables, the Administrative Review Committee shall determine if the use is substantially similar to a use listed in the tables. If it is, they shall treat the use in the same manner as the substantially similar use. If not, the use shall be regarded as prohibited.
- (5) **Additional Regulation.** If uses have use specific standards they are referenced in this column. Use specific standards shall apply to permitted and conditional uses. Where use specific standards conflict with district specific standards, the district specific standards shall be followed.

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Residential Uses							
Dwelling, Live Work	36-489(1)		P	P	P		
Dwelling, Multifamily			C	C	P		P
Dwelling, Multifamily above ground floor as a part of mixed use		P	P	P		P	P
Dwelling, Multifamily conversion	36-489(2)		P	P	P		
Dwelling, Single-Family Attached			P	P	P		
Dwelling, Single-Family Detached existing	36-489(3)		P	P	P		
Dwelling, Single-Family Detached new development				C	P		
Group Home		P	P	P	P	P	P
Lodging Uses							
Bed and Breakfast	36-489(4)		P	P	P		
Hotel	36-489(5)	P	P	P		C	C
Short-Term Rental Type 1	36-473				P		
Short-Term Rental Type 2	36-473				P		
Short-Term Rental Type 3	36-473	P	P	P		P	P
Commercial Retail & Entertainment Uses							
Adult Oriented Uses							
Entertainment Oriented Use Group, less than 10,000 sqft		P	P	P		P	
Entertainment Oriented Use Group, greater than 10,000 sqft		C	C				
General Retail Use Group, less than 10,000 sqft		P	P	P		P	P
General Retail Use Group, greater than 10,000 sqft		C	C				
Medical Marijuana Dispensary Facility	36-474	P	P	P		P	P
Package Liquor							

Table 36-488. GAP District Permitted and Conditional Uses							
Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Pawn Shop							
<i>Commercial Service & Office Uses</i>							
Daycare				P			
Personal Service Use Group, less than 10,000 sqft		P	P	P		P	
Personal Service Use Group, greater than 10,000 sqft		C	C				
Medical / Dental Office		P	P	P		P	P
General Office		C	C	C		C	P
General Office, above ground floor as a part of mixed use		P	P	P		P	
General Office, conversion	36-489(6)		P	P	P		
Title Loan / Short Term Lending							
<i>Eating & Drinking Uses</i>							
Restaurant / Bar / Brewpub		P	P	P		P	P
Restaurant, Delivery / Carry Out Only		P	P				
<i>Vehicle Oriented Uses</i>							
Autobody Repair / Service Station							
Car Sales / Rental							
Car Wash							
Gas Station							
Commercial Off-Street Parking Lots	36-489(7)	P					
Commercial Off-Street Parking Structures above ground floor as a part of mixed use		P					
<i>Industrial Uses</i>							
Artisan Manufacturing	36-489(8)	P	P	P		P	P
Brewery / Winery / Distillery		P					
Medical Marijuana Cultivation Facility	36-474	P					
Medical Marijuana Infused Product Manufacturing Type 2 Post Extraction Facility	36-474	P					
Medical Marijuana Testing Facilities	36-474	P					
Personal Storage							
<i>Accessory Uses</i>							
Accessory Structures and Uses	36-450	P	P	P	P	P	P
Home Occupations		P	P	P	P	P	P
Outdoor Display / Sale of Merchandise, Permanent							
Outdoor Storage							
Solar Energy Collection System, canopy	36-489(9)	P	P	P	P	P	P
Solar Energy Collection System, roof	36-489(10)	P	P	P	P	P	P
<i>Temporary Uses</i>							
Farm Stand	36-489(11)				P		
Farmers Market		P	P	P		P	P
Food Truck		P	P	P		P	P

Table 36-488. GAP District Permitted and Conditional Uses

Use	Additional Regulation	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Outdoor Display / Sale of Merchandise, Temporary		P	P	P		P	P
Seasonal Sales		C	C	C		C	C

36-489. Use Specific Standards

(1) Dwelling, Live Work.

- (a) **Occupancy.** A live work unit shall be occupied and used only by the operator of the business within the unit, or a household of which at least one (1) member shall be the business operator.
- (b) **Sale or Rental of Portions of Unit.** No portion of a live work unit may be separately rented or sold as a commercial space for any person not living in the unit or as a residential space for any person not working in the same unit.
- (c) **Nonresident Employees.** Up to two (2) persons who do not reside in the live work unit may work in the unit. The employment of three (3) or more persons who do not reside in the live work unit may be permitted subject to Conditional Use Permit approval, based on additional findings that the employment will not adversely affect traffic and parking conditions in the site vicinity. The employment of any persons who do not reside in the live work unit shall comply with all applicable Building Code requirements.

(2) Dwelling, Multifamily Conversion.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to three (3) or more units in accordance with the standards set forth below. The units shall be located only in the existing structure, additions shall not be built to provide units.
- (b) **Size.** Each residential unit shall be a minimum of eight hundred (800) square feet. Smaller units may be approved as a Conditional Use.
- (c) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Driveways.** Each dwelling unit shall be served by one (1) common driveway connecting all units to a public road, vehicular cross access drive, or alley.

- (3) **Dwelling, Single-Family Detached Existing.** If a single-family detached dwelling that exists prior to the date of adoption of this Division is destroyed by a natural hazard outside of human control, it may be rebuilt within eighteen (18) months of the incident. After eighteen (18) months, the lot shall be developed in a manner which complies to the standards of this Division.

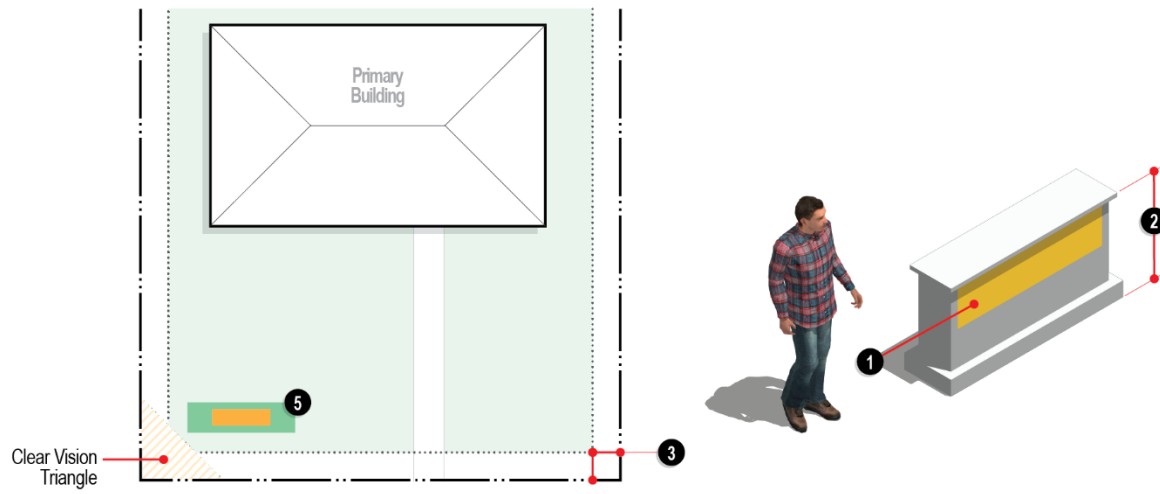
(4) Bed and Breakfast.

- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to bed and breakfast establishments in accordance with the standards set forth below. The bed and breakfast establishment shall only be located in the

existing structure. Additions shall not be built to provide bed and breakfast rooms, and a new structure shall not be built expressly for a bed and breakfast.

- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Guest Rooms.** There shall be a maximum of five (5) guest rooms in the bed and breakfast.
- (d) **Exterior Alterations.** No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
- (e) **Duration of Stay.** Only short-term lodging shall be permitted, no monthly rentals.
- (f) **Signs (Figure 3).** Bed and breakfast establishments shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall provide safe sight distance where driveway curb cuts intersect public rights-of-way.
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.
- (g) **Other Provisions.**
 - 1. There shall be no individual cooking facilities.
 - 2. The operator shall live at the bed and breakfast.
 - 3. A business license shall be obtained annually, and the operator shall verify that the standards established in this Division are still being met.

Figure 3: Bed and Breakfast Monument Signs



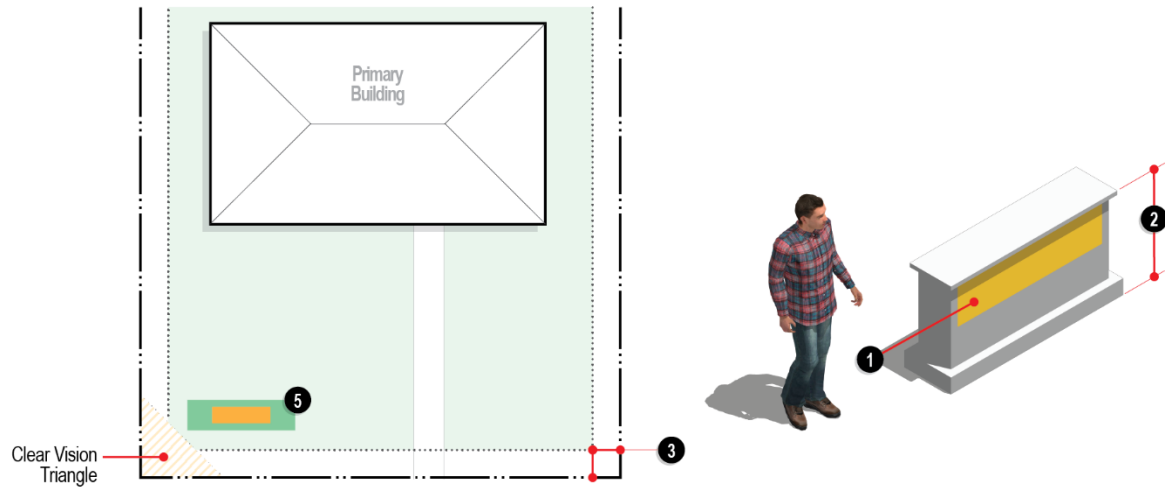
(5) **Hotel.**

- (a) If the facility is managed by a public or non-profit agency to provide short-term housing, with or without a fee, the facility shall not be considered a hotel.
- (b) Bed and Breakfast, boarding house, lodging house, fraternity house and sorority house uses shall not be considered hotels.

(6) **General Office Conversion.**

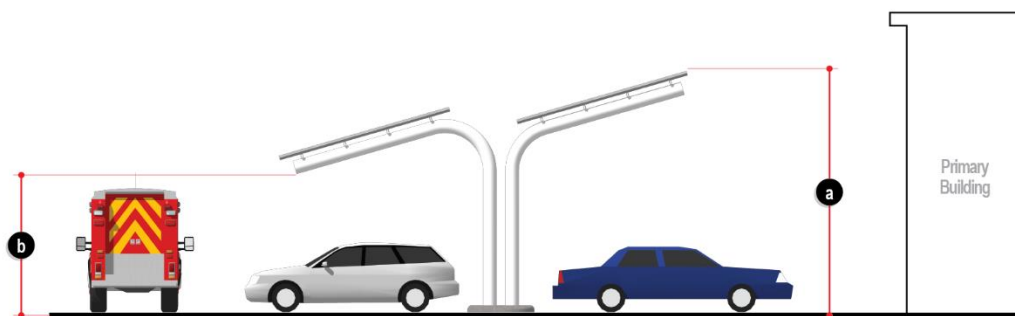
- (a) **Applicability.** Single-family dwellings built prior to 1930 may be converted to general office(s) uses in accordance with the standards set forth below. The office space(s) shall be located only in the existing structure, additions shall not be built to provide office space(s).
- (b) **Location of Entrances.** Only one (1) entrance shall be located on the front façade of the structure. The front façade of the structure shall face Grant Avenue.
- (c) **Exterior Alterations.** No exterior alterations that would change the single-family character of the dwelling, other than those necessary to ensure the safety of the structure, shall be made.
- (d) **Outdoor Storage.** No outdoor storage shall be permitted in conjunction with a general office conversion use.
- (e) **Signs (Figure 4).** General office conversion uses shall be permitted one (1) monument sign in accordance with the standards set forth below.
 - 1. **Area.** The monument sign shall not exceed six (6) square feet in area.
 - 2. **Height.** The monument sign shall not exceed four (4) feet in height.
 - 3. **Location.** The monument sign shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; shall not be placed on any sidewalk or pedestrian walkway; and shall not be located in a clearance sight triangle as detailed in Section 36-490(1)(f).
 - 4. **Sign Base.** The base of the monument sign, including all structural components, shall extend horizontally from the sign face a minimum of ten (10) percent and a maximum of twenty-five (25) percent of the width of the sign face. The base of the monument sign shall be constructed from masonry, stone, or similar high-quality materials in keeping with the exterior cladding materials and design of the primary building.
 - 5. **Landscape.** The monument sign shall have a landscape area equal to the area of the sign surrounding the sign base. A minimum of eighty (80) percent of the landscape area shall be planted and maintained with herbaceous perennials and evergreen shrubs.

Figure 4: General Office Conversion Monument Sign



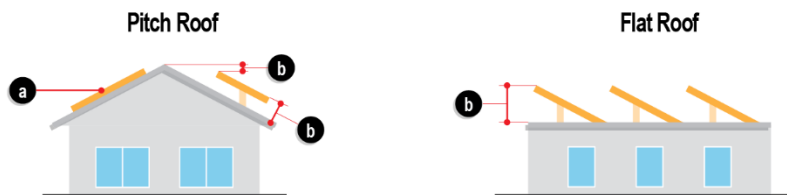
- (7) **Commercial Off-Street Parking Lots.** Commercial off-street parking lots shall provide all of the landscape required in Section 36-492 as well as the screening and landscape elements detailed below in areas adjacent to public rights-of-way, excluding alleys:
- (a) A fully opaque wall or fence with a height of four (4) feet shall be used in conjunction with required Parking Lot Perimeter Area landscaping. Plant materials shall be installed between the sidewalk and the wall or fence to provide a softening effect.
 - (b) Four (4) understory trees shall be planted for every one-hundred (100) lineal feet of right-of-way adjacent frontage, excluding alley rights-of-way, and shall be clustered at points of pedestrian ingress and egress.
 - (c) Points of pedestrian ingress and egress shall be provided outside of vehicular curb cuts.
 - (d) Screening standards established above shall be provided to the greatest extent possible, so as to provide safe site distance where driveway access intersect public rights-of-way.
- (8) **Artisan Manufacturing.**
- (a) Gross floor area shall not exceed ten thousand (10,000) square feet unless approved as a Conditional Use.
 - (b) Outdoor storage and / or outdoor operations or activities shall be prohibited.
 - (c) Retail sales of goods manufactured on-site shall be required and shall comprise a minimum of fifteen (15) percent of the total area of the building. Retail sales areas shall be located on the ground floor and shall be directly adjacent to storefront windows.
- (9) **Solar Energy Collection System, Canopy (Figure 5).**
- (a) The height of canopy solar energy collection systems shall not exceed the height of the primary building that the parking area serves.
 - (b) The minimum height of solar energy collection systems shall allow clearance for emergency and service vehicles.

Figure 5: Solar Energy Collection System, Canopy



(10) **Solar Energy Collection System, Roof Mounted (Figure 6).**

- (a) Roof mounted solar energy collection systems may be located on any roof face of principal or accessory buildings.
- (b) Systems should be flush mounted when possible. Systems on residential structures shall not extend beyond twelve (12) inches parallel to the roof surface of a pitched roof or flat roof. Systems on nonresidential structures shall not extend beyond thirty-six (36) inches parallel to the roof surface of a pitched roof or flat roof. Systems on all structures shall not extend above the highest peak of a pitched roof.
 - 1. Height is measured from the roof surface on which the system is mounted to the highest edge of the system.
- (c) All materials used for racking, mounting, mounting clamps, and flashings shall be of a color consistent with the color of the roof surface to minimize visibility.

Figure 6: Solar Energy Collection System, Roof Mounted(11) **Farm Stand.**

- (a) **Farm Products Sold.** Goods sold at a farm stand shall be farm products or value-added farm products grown and/or processed on the parcel on which the farm stand shall be located only. The sale of non-agricultural items or products produced off site shall be prohibited.
- (b) **Farm Stand Structure.** Any structure associated with a farm stand shall:
 - 1. Not occupy greater than one hundred (100) square feet in floor area.
 - 2. Not exceed eight (8) feet in height.
 - 3. Comply with all required setbacks of the primary building.
 - 4. Be removed from display during the time period outside of the established hours of operation as detailed in (c) below.
- (c) **Hours of Operation.** A farm stand may be in operation between the hours of 7:00 AM and 7:00 PM only.
- (d) **Signs.** No signs, other than signs otherwise permitted for single-family uses as detailed in Table 36-494(3), shall be permitted.

36-490. Building Orientation, Siting, and Design

(1) **All Uses.**

(a) **Building Type.**

1. In Subdistrict E, all new development shall utilize a mixed use building type. A mixed use building type is a multi-story building which accommodates nonresidential uses on the ground floor and residential or nonresidential uses on upper floors.
2. In Subdistrict F, all new development shall utilize a mixed use or multifamily building type. A mixed use building type is as characterized in Subsection 1 above. A multifamily building type is a building with multiple dwelling units that are vertically arranged and accessed by shared/common entrances.

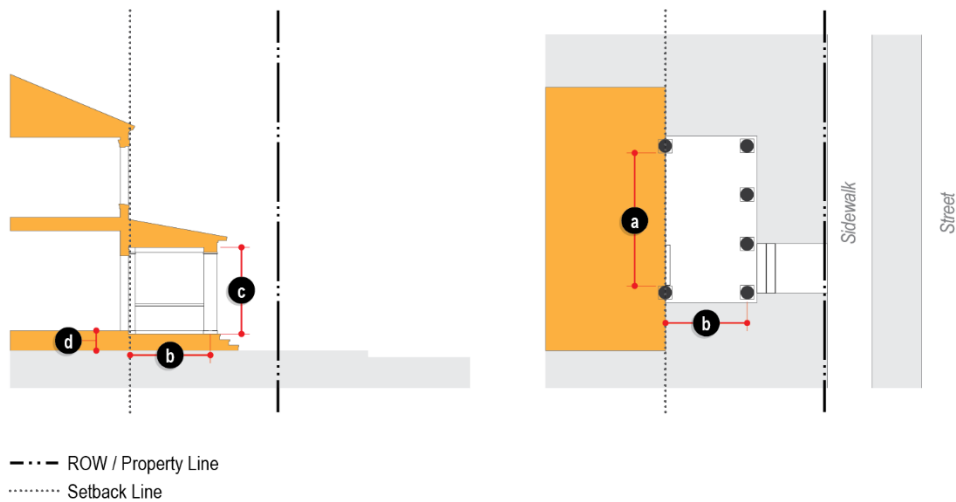
(b) **Building Orientation.** The primary building entrance(s) of all development on lots with a property line fronting Grant Avenue shall be oriented towards Grant Avenue. If the lot does not front on to Grant Avenue, the primary building entrance shall be oriented towards the primary street to which the lot is adjacent.

(c) **Frontage Types.** The primary façade of all development shall meet the standards of one (1) of the frontage types allowed in the applicable Subdistrict as detailed in **Table 36-490(1)(c): Frontage Types by Subdistrict.**

Table 36-490(1)(c) GAP District Frontage Types by Subdistrict						
Frontage Type	Subdistrict A	Subdistrict B	Subdistrict C	Subdistrict D	Subdistrict E	Subdistrict F
Projecting Porch		•		•		•
Engaged Porch		•	•	•		•
Integral Porch	•	•	•	•	•	•
Balcony	•	•	•	•	•	•
Forecourt		•	•		•	•
Shopfront	•	•	•		•	•

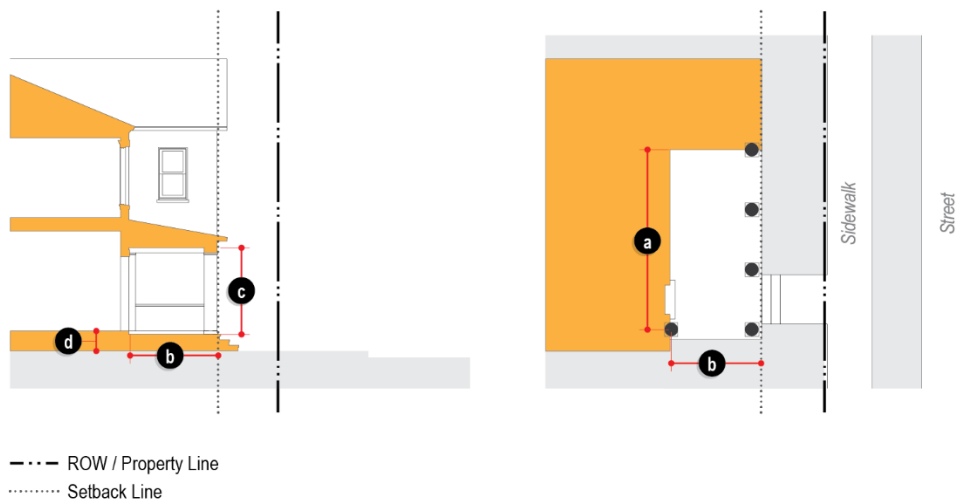
1. **Projecting Porch (Figure 7).** The primary façade of the building is sufficiently setback from the property line to accommodate the projecting porch within the front yard build-to-zone. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The projecting porch is open on three (3) sides and has a roof form that is separate from the main house. A projecting porch shall encroach into the front yard build-to-zone. The following minimum standards shall apply to projecting porches.
 - a. **Width.** Ten (10) feet
 - b. **Depth.** Eight (8) feet
 - c. **Height.** Eight (8) feet
 - d. **Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 7: Projecting Porch Frontage Type



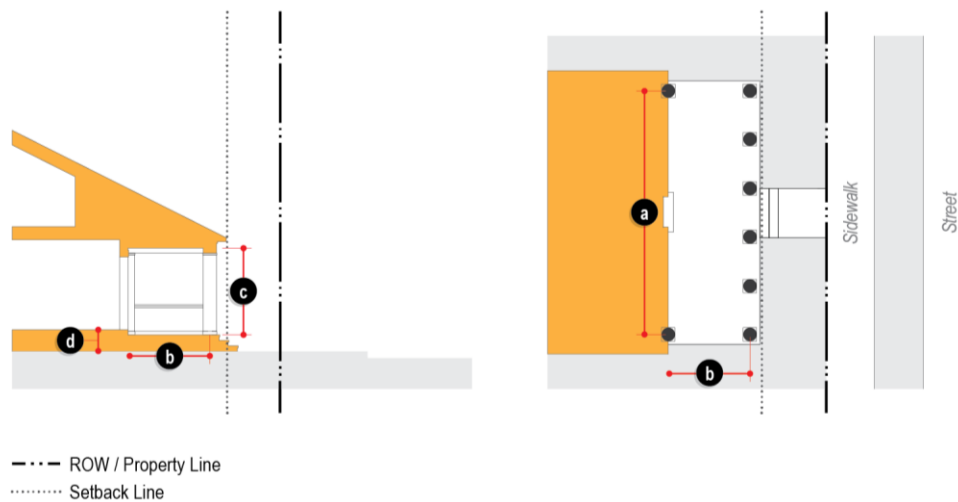
2. **Engaged Porch (Figure 8).** The primary façade of the building is built to the minimum front yard setback or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. The porch is partially or fully enclosed on two (2) sides and has a roof. An engaged porch may not encroach into the required front yard. The following minimum standards shall apply to engaged porches.
- Width.** Ten (10) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 8: Engaged Porch Frontage Type



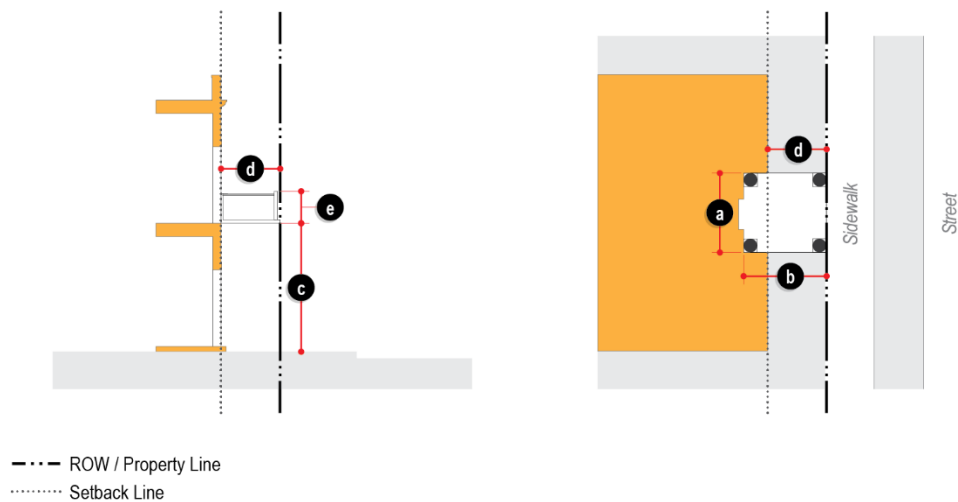
3. **Integral Porch (Figure 9).** The primary façade of the building is built to the minimum front yard setback or is located a minimum of ten (10) feet from the property line, whichever is more. The resulting front yard may or may not be defined by a fence or hedge to spatially maintain the edge of the street. An integral porch is part of the overall massing and roof form of a building. It is not possible to remove an integral porch without major changes to the overall roof form. An integral porch may not encroach into the required front yard. The following minimum standards shall apply to integral porches.
- Width.** Eight (8) feet
 - Depth.** Eight (8) feet
 - Height.** Eight (8) feet
 - Finish Level Above Sidewalk.** Eighteen (18) inches

Figure 9: Integral Porch Frontage Type



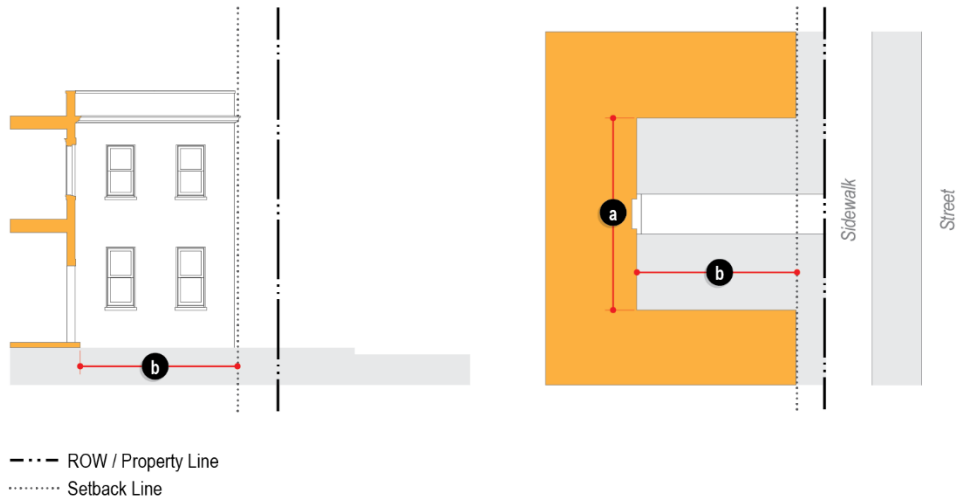
4. **Balcony (Figure 10).** The primary facing façade of the building is set back a minimum of eight (8) feet if balconies are to project and may be at the property line if balconies are to be recessed. Projecting and recessed balconies must remain open on all sides except those along an exterior wall to which the balcony is attached. Projecting and recessed balconies must be fully supported by the building, with no posts extending to the ground. The following standards shall apply to balconies and shall be considered minimum requirements unless otherwise stated.
- Width.** Four (4) feet
 - Depth.** Four (4) feet
 - Vertical Clearance.** Eight (8) feet
 - Projection from Building Façade.** Eight (8) feet, maximum
 - Railing Height.** Five (5) feet, maximum

Figure 10: Balcony Frontage Type



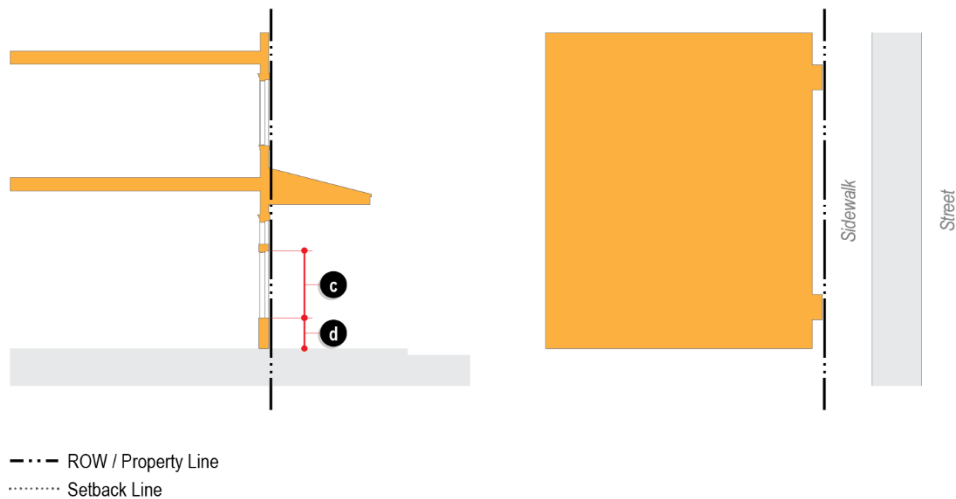
5. **Forecourt (Figure 11).** A portion of the primary façade of the building is at the property line and a small percentage is set back, creating a small court space. The space could be used as an entry court or shared garden space for multifamily buildings, or as an outdoor dining, plaza, or public gathering area for nonresidential uses. The proportions and orientation of these spaces should be carefully considered for solar orientation and user comfort. The following minimum standards shall apply to forecourts.
- Width.** Twelve (12) feet
 - Depth.** Twelve (12) feet

Figure 11: Forecourt Frontage Type



6. **Shopfront (Figure 12).** The primary façade of the building is at the property line with an at-grade entrance either at the property line or recessed to allow the main entrance to swing outwards without obstructing the sidewalk. A canopy or awning element is encouraged to project over the sidewalk along the majority of the frontage. Accordion-style windows/doors or other operable windows that allow the space to open to the street are encouraged. The following standards shall apply to shopfronts and shall be considered minimum requirements unless otherwise stated.
- Window Area.** Sixteen (16) square feet
 - Window Width.** Three (3) feet
 - Window Height.** Four (4) feet
 - Sill Height.** Three (3) feet, maximum
 - Depth of Recessed Entrance.** Five (5) feet, maximum

Figure 12: Shopfront Frontage Type



(d) **Exterior Building Cladding Materials.**

1. Exterior building cladding materials shall be masonry, stone veneer systems, stucco, or other time and weather tested materials approved by the Administrative Review Committee.
2. The ground level must offer pedestrian interest along sidewalks and pedestrian paths through the use of contrasting exterior building cladding materials and elements.
3. In no instance shall the finish of non-natural materials utilized mimic or match the texture of the natural materials utilized.
4. A maximum of three (3) exterior building cladding materials may be used.
5. Vinyl and steel clapboard siding and/or adhered thin veneer exterior building cladding materials shall be prohibited.

(e) **Roof Finishing.**

1. Eaves may expose rafters.
2. Gutters and downspouts may not discharge upon public rights-of-way.

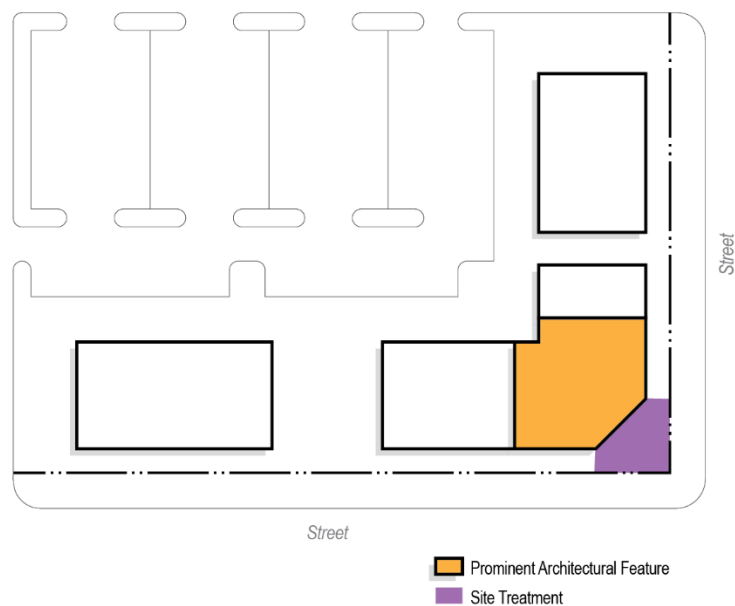
(2) **Single-Family Attached and Detached Uses.**

- (a) **Fences.** Fences shall be allowed on lots with single-family attached and detached uses in accordance with the following standards.
1. **Location.** All fences allowed in this Subsection shall provide safe site distance where driveway curb cuts intersect public rights-of-way.
 2. **Height.**
 - a. Fences in front and/or exterior side yards shall not exceed four (4) feet in height.
 - b. Fences in interior side and/or rear yards shall not exceed six (6) feet in height.
 3. **Materials.** Fences in front yards and/or exterior side yards shall be of non-sight barrier construction and have a maximum opacity of fifty (50) percent. Permitted fence materials in all yards shall be only those materials which are designed and intended for use in fence installations and shall be limited to:
 - a. Vegetation;
 - b. Wood, chemically treated or naturally resistant to decay;
 - c. Wood Composites;
 - d. Aluminum;
 - e. Vinyl/PVC;
 - f. Wrought Iron; and
 - g. As approved by the Administrative Review Committee.

(3) **Multifamily, Mixed Use, and Nonresidential Uses.**

- (a) **Building Siting (Figure 13).** Development located at the corner of two (2) streets shall be sited to connect or anchor the corner with prominent architectural features and site treatments.

Figure 13: Building Siting



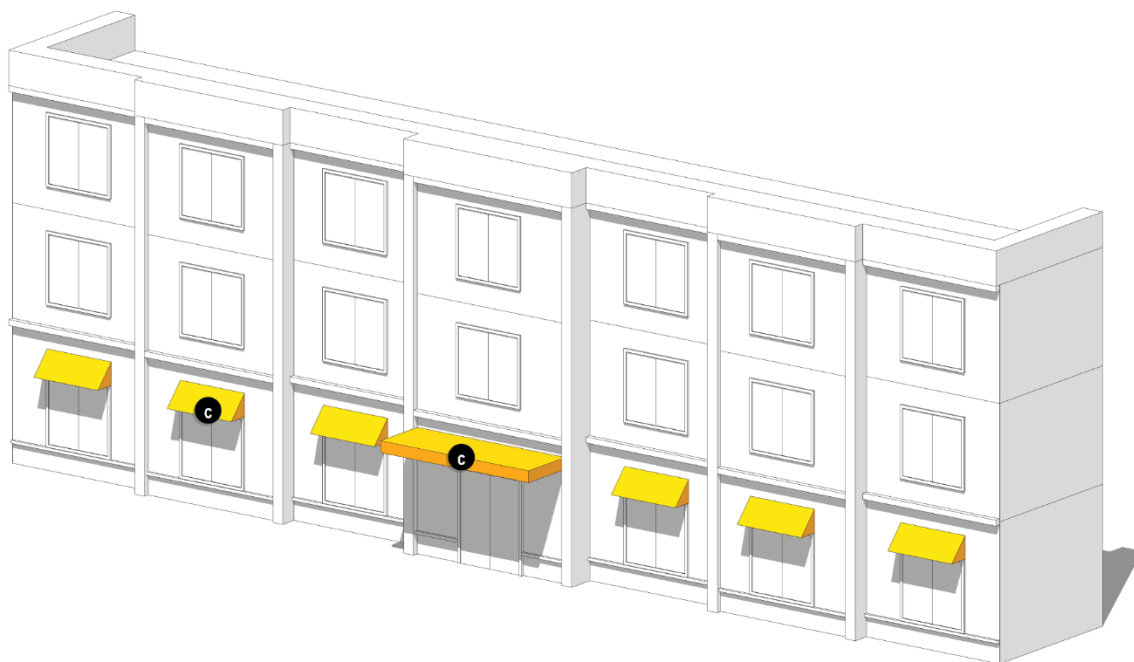
(b) **Transparency (Figure 14).**

1. **Ground Level Transparency.** The ground level of nonresidential or mixed use buildings must offer pedestrian interest along sidewalks and pedestrian paths through the placement of window and doors. Therefore, the first floor of any building façade facing a public right-of-way, with the exception of alleys, shall include transparent, clear glass windows and / or doors arranged so that the uses inside are visible from and / or accessible to the street. Window and / or doors with reflective or tinted glass that impede views into a building shall be prohibited.
2. **All Stories Transparency.** All stories of all building facades facing a public right-of-way, with the exception of alleys, shall include at least (40) percent of the subject facade in windows or doors. The Administrative Review Committee may waive transparency requirements by up to twenty (20) percent for Medical and Dental Office uses.

Figure 14: Transparency

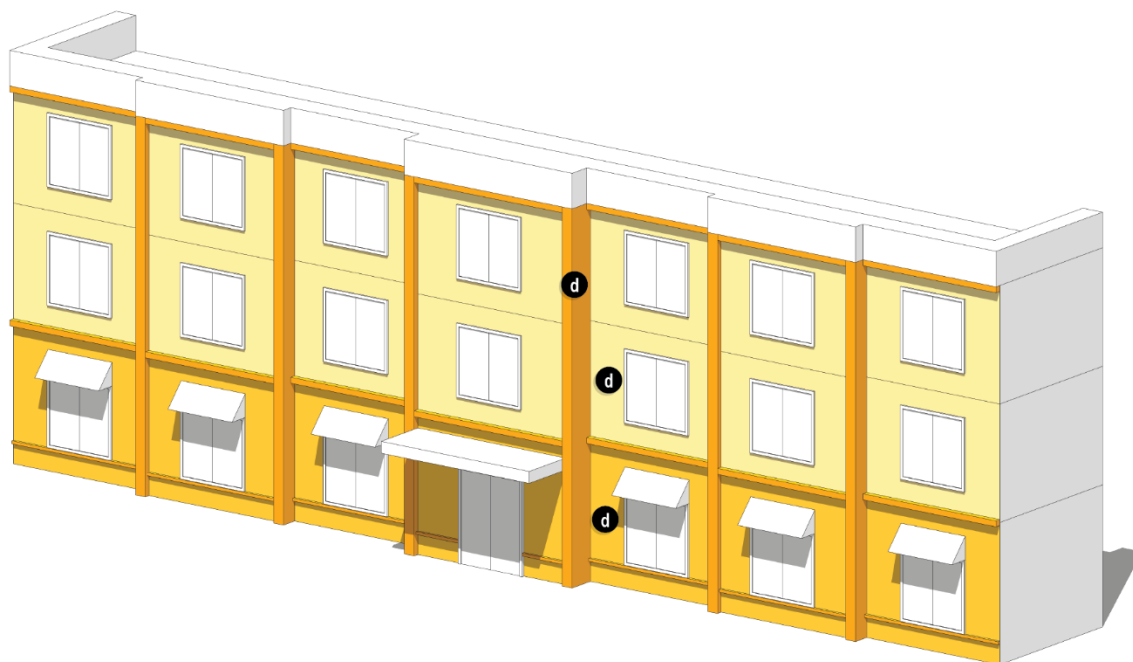
- (c) **Awnings and Canopies (Figure 15).** Building awnings, canopies, or similar weather protection devices are encouraged on the first floor of non-single-family development facing a public right-of-way. If provided, awnings or canopies shall project a minimum of three (3) feet and a maximum of ten (10) feet from the façade.

Figure 15: Awnings and Canopies



- (d) **Articulation (Figure 16).** The ground level must offer pedestrian interest along sidewalks and pedestrian paths that face a public right-of-way, with the exception of alleys, through the use of contrasting elements. Façades shall be articulated with a sense of depth by including design elements that create shadow lines, change color or materials, or incorporate other details that together with required landscaping (Section 36-492) breakdown large expanses of flat, unembellished surfaces.

Figure 2: Articulation



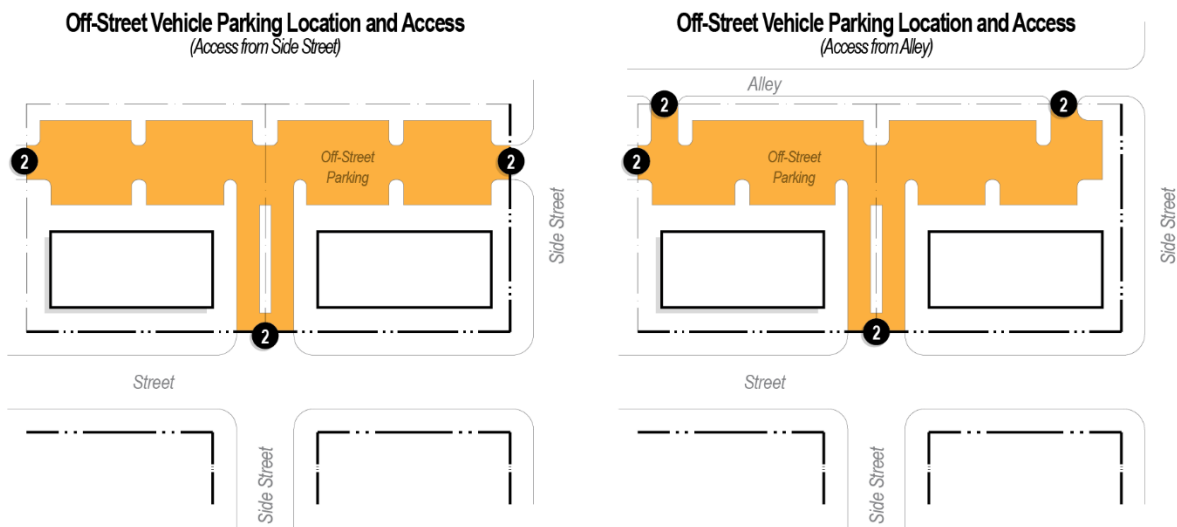
36-491. Off-Street Parking

(1) **Off-Street Vehicle Parking Requirements.**

- (a) **Subdistrict A.** Off-street vehicle parking shall not be required in Subdistrict A.
- (b) **Subdistricts B, C, D, E, and F.** Off-street vehicle parking for residential, nonresidential, and mixed uses shall be provided in Subdistricts B, C, D, E, and F, as follows:
 - 1. **Single-Family Attached and Detached.** 1 space / dwelling unit
 - 2. **Micro-Efficiency Dwelling Unit.** 1 space / dwelling unit
 - 3. **Efficiency / One-Bedroom Dwelling Unit.** 1.5 spaces / dwelling unit
 - 4. **Two or More Bedroom Dwelling Unit.** 2 spaces / dwelling unit
 - 5. **Nonresidential Uses.** Off-street vehicle parking is not required.

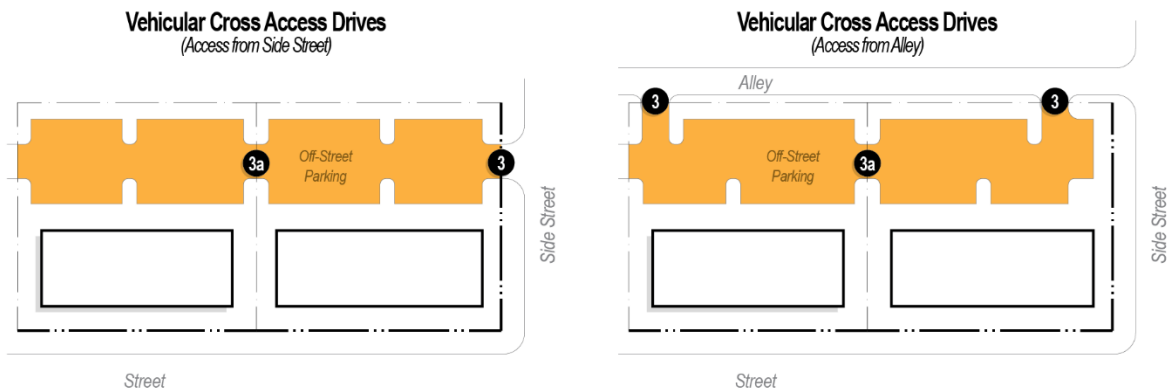
- (2) **Off-Street Vehicle Parking Location and Access (Figure 17).** Parking lots, structures, and / or garages shall be located to the rear of the principal building and accessed from a side street, alley, or access easement. Access points from Grant Avenue shall be permitted only if located directly across from an existing roadway which runs perpendicular to Grant Avenue or if the property has no access to any side street, alley, or access easement.

Figure 37: Off-Street Vehicle Parking Location and Access



- (3) **Vehicular Cross Access Drives (Figure 18).** To facilitate vehicular access between adjoining developments and to minimize access points along Grant Avenue, development in all subdistricts shall comply with the following standards:
- (a) Internal vehicular circulation systems shall be designed to allow for vehicular cross-access between the development's vehicle parking facilities and vehicle parking facilities in an adjoining non-single-family development, or to the boundary of adjoining vacant land.
 - (b) Required vehicular cross access between the adjoining lots shall be provided through the use of a single two-way maneuvering lane or two one-way maneuvering lanes that are sufficiently wide to accommodate traffic by automobiles, service vehicles, loading vehicles, and emergency vehicles.
 - (c) The Administrative Review Committee may waive or modify the requirement for vehicular cross access on determining that such cross access is impractical or undesirable because it would require crossing a significant physical barrier or environmentally sensitive area or would create unsafe conditions.
 - (d) Easements allowing cross access to and from properties served by a vehicular cross-access drives, along with agreements defining maintenance responsibilities of property owners, shall be recorded with the Register of Deeds for the county in which the properties are located before issuance of a Building Permit for the development.

Figure 4: Vehicular Cross Access Drives



(4) Pedestrian Walkways.

- (a) ADA accessible pedestrian walkways shall be provided from the perimeter public sidewalk to the primary building entrance and from the parking lot to the primary building entrance and shall be along direct routes that do not require significant out-of-direction travel.
- (b) ADA accessible pedestrian walkways must be distinguished from driving surfaces through the use of raised curbs or contrasting materials to enhance pedestrian safety. Examples of acceptable contrasting materials include, but are not limited to stamped asphalt, special pavers, bricks, or scored concrete.

(5) Bicycle Parking (Figure 19).**(a) Location.**

- 1. Required bicycle parking shall be provided on the same lot as the use for which it is intended to serve.
- 2. Bicycle parking shall be sited within fifty (50) feet of a building entrance. If provided indoors, bicycle parking shall be located within a common area designated for secure bicycle storage.
- 3. Bicycle parking areas shall be adequately lit and located such that they are highly visible from the street and/or building entrance(s) from where bicyclists approach.
- 4. Bicycle parking adjacent to a pedestrian walkway shall be sited to ensure that a minimum five (5) foot walkway clearance is maintained.
- 5. The location of bicycle parking shall not conflict with pedestrian and/or vehicular circulation.

(b) Design Criteria.

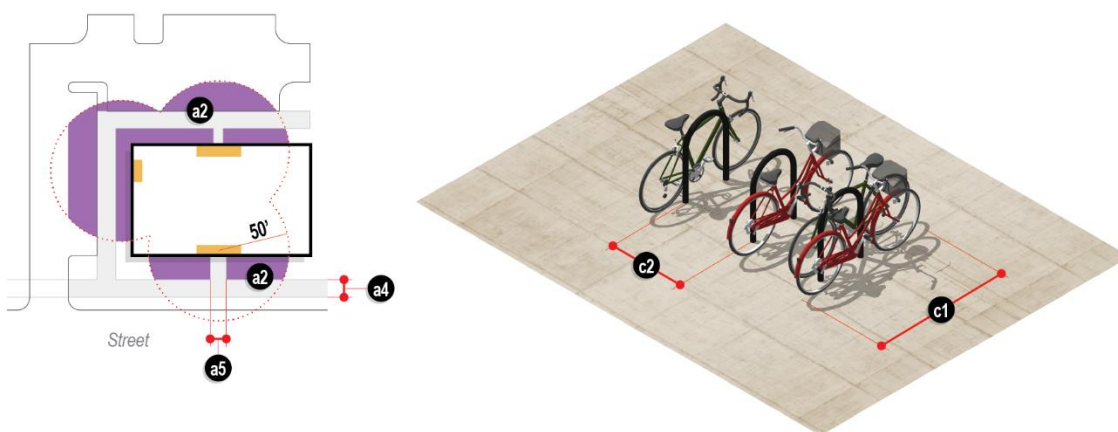
- 1. Bicycle facilities shall be constructed of sturdy, tamper-proof materials such as welded steel. Rack design may be varied to complement the architecture of the primary building, provided it meets all design criteria.
- 2. Bicycle racks shall be installed on a hard surface area.
- 3. Each bicycle rack shall provide parking for at least two (2) bicycles.
- 4. Racks shall allow for the bicycle frame and at least one (1) wheel to be locked to the racks.
- 5. The bicycle rack shall allow for the use of a cable as well as a U-shaped lock.
- 6. The installation of bicycle parking facilities shall conform to the manufacturer requirements.

(c) Dimensional Standards.

- 1. Each bicycle parking space shall be a minimum of six (6) feet in length with the exception of vertical or wall mounted bicycle parking spaces.
- 2. Bicycle racks shall be located at least three (3) feet in all directions from any obstruction, including but not limited to other bicycle racks, walls, doors, posts, columns, or landscaping.
- 3. A minimum vertical clearance of seven (7) feet shall be maintained above all bicycle parking facilities.

(d) Off-Street Bicycle Parking Requirements.

1. The number of required bicycle parking spaces shall be equal to five (5) percent of required vehicle parking spaces or ten (10) spaces, whichever is less. Additional demand for bicycle parking shall be monitored and provided as necessary.
2. **Exemption.** The bicycle parking requirements of this Section shall apply to all uses other than the following:
 - a. Dwelling, Single-Family Detached
 - b. Dwelling, Single-Family Attached

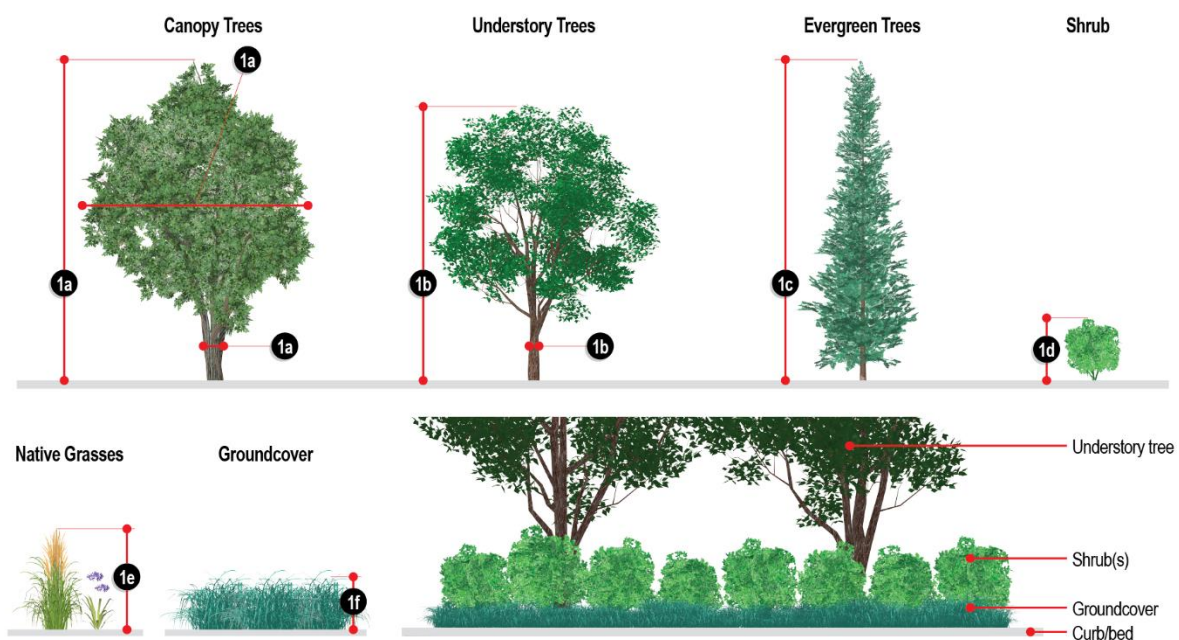
Figure 19: Off-Street Bicycle Parking

36-492. Landscape

Landscape improvements required by this Section shall apply to all non-single-family development and consist of living plants in a combination of trees, shrubs, native grasses, and/or groundcover. Unless otherwise stated in this Section, all size specifications for plant materials shall be based upon the time of planting. When caliper is specified for tree planting, the caliper of the tree trunk shall be measured at six (6) inches above the soil level. Any plant materials used to meet the requirements of this section shall not include any plant material identified as an invasive plant by the Missouri Department of Conservation.

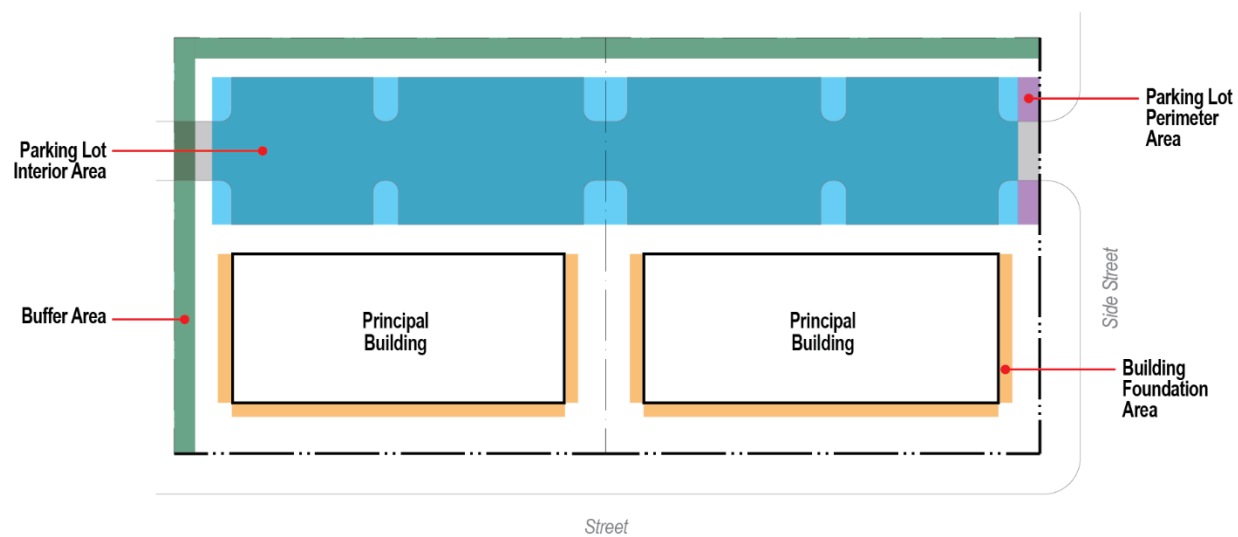
- (1) **Planting Types (Figure 20).** More specific criteria and standards are contained in the arboricultural design guidelines of the City of Springfield.
 - (a) **Canopy Trees:** A woody plant (deciduous or evergreen) having not less than a two and one-half (2.5) inch caliper with single central axis which typically reaches a mature height of not less than forty (40) feet and a mature spread of not less than fifteen (15) feet.
 - (b) **Understory Trees:** A woody plant having not less than a one and one-half (1.5) inch caliper, or six (6) feet tall for multiple stem species, that normally attains a mature height of at least fifteen (15) feet.
 - (c) **Evergreen Trees:** A tree having foliage that persists and remains green throughout the year and has a height of not less than six (6) feet at installation and maturing to a height of not less than twenty (20) feet.
 - (d) **Shrub:** A woody plant (deciduous or evergreen) of low to medium height characterized by multiple stems continuous from its base and having a height of not less than two (2) feet.
 - (e) **Native Grasses:** Grasses and flowering broad leaf plants that are native to, or adapted to, the State of Missouri, and that are commonly found in meadow and prairie plant communities, not including noxious weeds.
 - (f) **Groundcover:** Herbaceous plants, other than turf grass, or prostrate shrubs normally reaching an average maximum height of eighteen (18) inches at maturity.

Figure 20: Planting Types



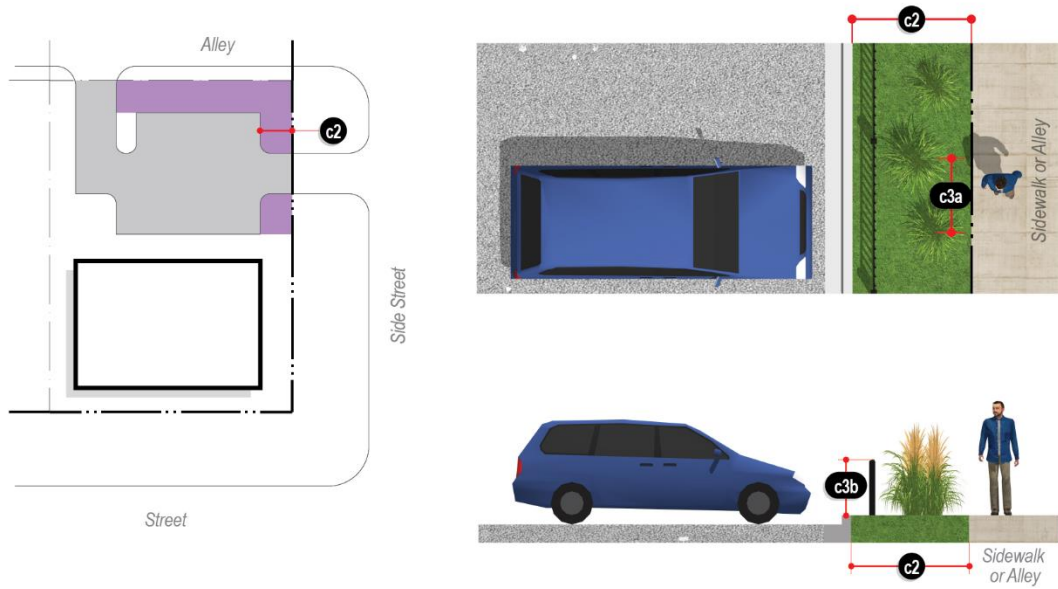
- (2) **Required Landscape Areas (Figure 21).** Landscape shall be provided as outlined below in the locations illustrated in Figure 21.

Figure 21: Required Landscape Areas



- (3) **Parking Lot Perimeter Area.** Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide screening between parking areas and rights-of-way, and to provide for the integration of stormwater management with required landscaping.
- (a) **Location.** All surface parking lots which abut a public or private right-of-way, including alleys, shall include landscape and trees as required by this Section located between the parking lot back of curb and the right-of-way.
- (b) **Applicability.** The parking lot perimeter landscape regulations of this Section apply to the following:
1. The construction or installation of any new surface parking lot or vehicular use area; and
 2. The expansion of any existing surface parking lot or vehicular use area, in which case the requirements of this Section apply only to the expanded area.
- (c) **Requirements (Figure 22).**
1. Perimeter landscape shall run the full length of the parking lot and shall be located between the property line and the edge of the parking lot.
 2. Perimeter landscape shall have a minimum width of seven (7) feet as measured from the parking lot back of curb, to accommodate vehicle bumper overhang and ensure planting areas that are adequate in size.
 3. Perimeter landscape areas shall be improved as follows:
 - a. One (1) shrub or native grass the height of which shall not be less than three (3) feet nor greater than five (5) feet, shall be planted for every three (3) feet of landscape area length, spaced to adequately screen vehicle bumpers. Fifty (50) percent of required landscape shall be evergreen shrubs unless a low masonry wall or fence is provided as detailed in Subsection b. below.
 - b. A low masonry wall or fence the height of which provides effective screening to a maximum height of three (3) feet shall be used in conjunction with required landscaping as detailed above if the parking lot is located within seventy (70) feet of residential use. Plant materials shall be installed between the sidewalk and the fence or wall to provide a softening effect.
 4. Perimeter landscape areas outside of shrub / native grasses and tree masses shall be planted in live groundcover.

Figure 22: Parking Lot Perimeter Area Landscape



- (4) **Parking Lot Interior Area.** All parking lots shall include landscape and trees located within the parking lot as required by this Section. Trees and landscape required by this Section shall be in addition to trees and landscape required under other Sections of this Division. It is the objective of this Section to provide shade within parking areas, break up large expanses of parking lot pavement, support stormwater management where appropriate, and provide a safe pedestrian environment.

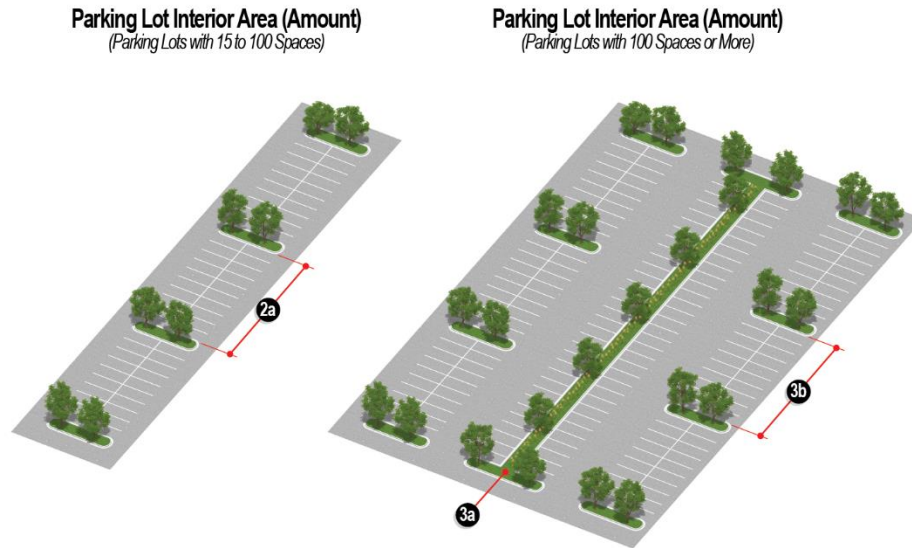
(a) **Applicability.** The parking lot interior landscape regulations of this Section apply to the following:

1. The construction or installation of any new surface parking lot; and
2. The expansion of any existing surface parking lot, in which case the requirements of this Section apply only to the expanded area.

(b) **Amount (Figure 23).**

1. **Parking Lots with Fewer than 15 Spaces.** In parking lots with fewer than fifteen (15) spaces, all rows of parking shall be terminated by a parking lot island.
2. **Parking Lots with 15 to 100 Spaces.** In parking lots with fifteen to one-hundred (100) spaces, required parking lot interior landscape area shall be provided in the form of islands.
 - a. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on all parking rows. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.
3. **Parking Lots with 100 Spaces or More.** In parking lots with one-hundred (100) or more spaces, required parking lot interior landscape area shall be provided in the form of islands and medians.
 - a. **Parking Lot Median Amount Requirement.** Parking lot medians shall be placed between every third row of parking.
 - b. **Parking Lot Island Amount Requirement.** Parking lot islands shall be located on parking rows which are not required to have parking lot medians. Parking lot islands shall be spaced not more than one-hundred thirty-five (135) feet or more than fifteen (15) continuous spaces apart, and at the end of any row of parking bordered by a drive aisle, public or private street, or pedestrian walkway.

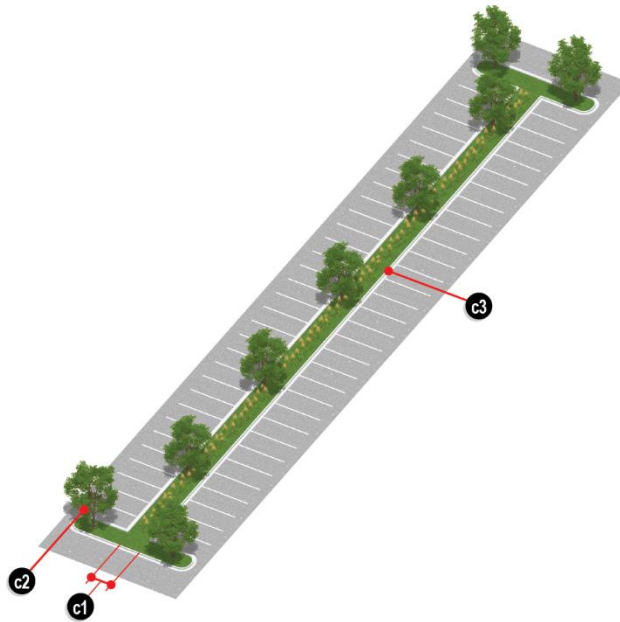
Figure 23: Parking Interior Area Landscape - Amount



(c) **Parking Lot Median Standards (Figure 24).**

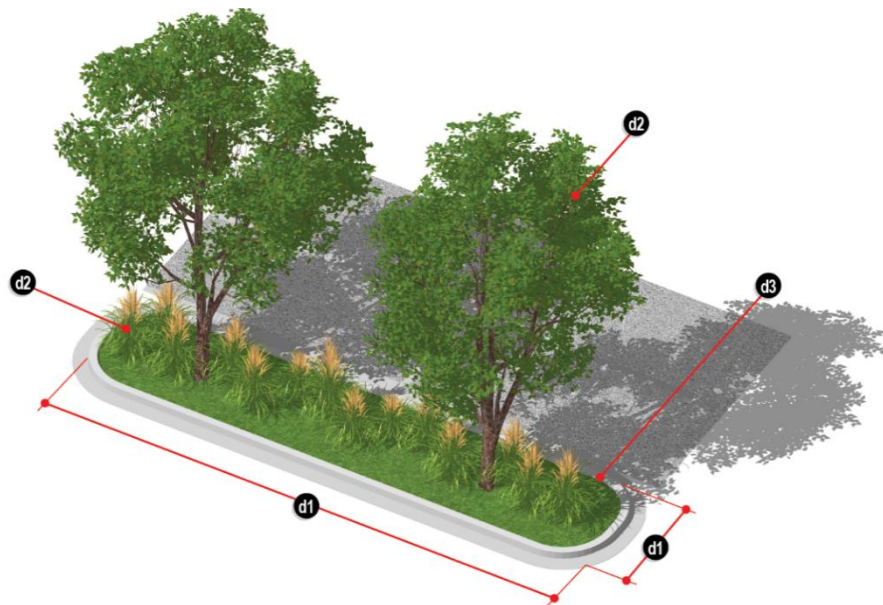
1. **Size.** Parking lot medians shall have a minimum width of nine (9) feet and minimum soil depth of thirty-six (36) inches.
2. **Planting.** A minimum of one (1) canopy tree and fifteen (15) shrubs or native grasses shall be planted for each fifty (50) linear feet of parking lot median.
3. **Design.** Parking lot medians shall be protected with concrete curbing, wheel stops, or other suitable barriers. Such medians shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 24: Parking Lot Median Standards



(d) Parking Lot Island Standards (Figure 25).

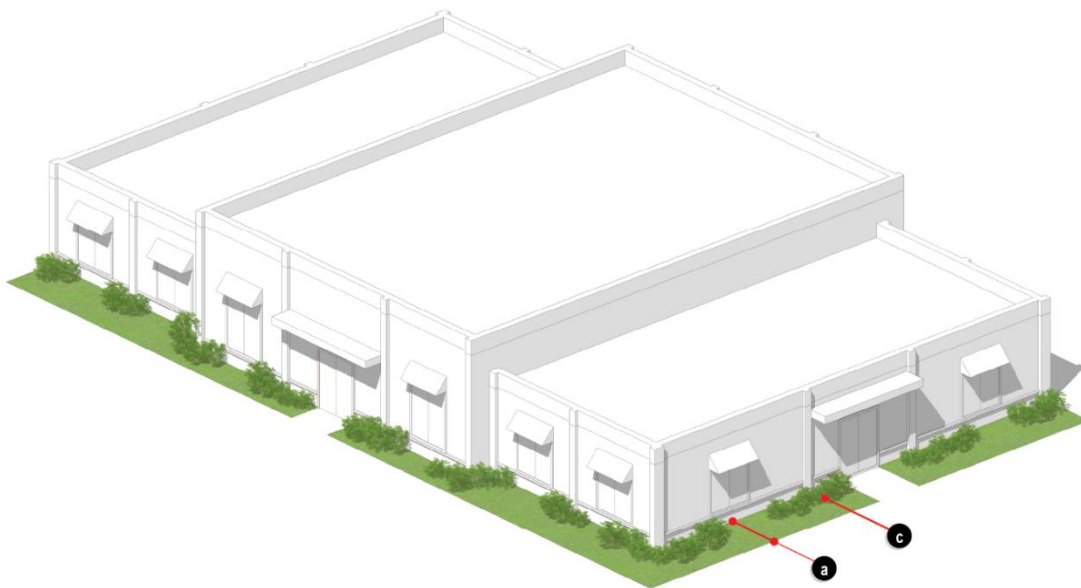
1. **Size.** Parking lot islands shall be a minimum nine (9) feet wide by eighteen (18) feet long if adjacent to standard parking spaces and sixteen (16) feet long if adjacent to compact parking spaces and shall have a minimum soil depth of thirty-six (36) inches. Double rows of parking shall provide parking lot islands opposite one another to form continuous single islands.
2. **Planting.** A minimum of one (1) canopy tree shall be provided for every parking lot island. If the island extends the width of a double row, then two (2) canopy trees shall be provided.
3. **Design.** Parking lot islands shall be protected with concrete curbing or other suitable barriers. Such islands shall be properly drained or irrigated as appropriate to the site conditions to ensure survivability of plant materials and proper stormwater management function.

Figure 25: Parking Lot Island Standards

- (e) **Pedestrian Walkways.** Pedestrian walkways, as required by Section 36-491(4), shall be located along parking lot medians. The Administrative Review Committee may waive or modify this requirement on determining that locating pedestrian walkways along parking lot medians is impractical due to site conditions or is undesirable because it would create unsafe conditions.
- (f) **Type of Landscape Material.** Except where areas are designed as vegetated stormwater management areas, canopy trees shall be the primary plant material used in parking lot islands and canopy trees and shrubs or native grasses shall be the primary plant materials used in parking lot medians. Understory trees, evergreen trees, shrubs, native grasses, groundcover, and other plant materials may be used to supplement the required plantings shall provide safe site distance where driveway curb cuts intersect public rights-of-way. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.
- (g) **Groundcover.** Except where areas are designed as vegetated stormwater management areas, a minimum of seventy-five (75) percent of the surface area of every parking lot island and median shall be planted with live groundcover. If medians or islands are designed as stormwater management areas, deviations from required plantings may be approved by the Administrative Review Committee.

- (5) **Building Foundation Area (Figure 26).** All non-single-family development, with the exception of non-single family development built with a zero (0) foot front yard setback, shall include landscape located at the building foundation as required by this Section. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division. It is the objective of this Section to provide a softening effect at the base of buildings.
- (a) A non-single family development is required to maintain a building foundation area at front and exterior side yards with a minimum width of the building setback or seven (7) feet, whichever is less.
 - (b) Foundation plantings shall be placed eighteen (18) inches on center from the foundation of the building.
 - (c) Foundation plantings shall be designed to frame architectural features and to visually soften long expanses of walls.
 - (d) Foundation plantings shall be installed across eighty (80) percent of the length of the front and exterior side façade of the building.
 - (e) Foundation plantings may include trees, shrubs, native grasses, and groundcover.
 - (f) Where the area between the building and right-of-way is entirely paved as a public gathering space, plaza, or outdoor dining area, required building foundation area landscaping may be substituted by a minimum of two (2) of the following elements:
 - 1. Moveable tables and chairs,
 - 2. Fountain or other water feature,
 - 3. Sculpture or other public art feature,
 - 4. Benches, seat walls, or amphitheaters,
 - 5. Raised landscape planters,
 - 6. Understory trees lining the area,
 - 7. Pedestrian scale and celebratory lighting,
 - 8. Other features as approved by the Administrative Review Committee.
 - (g) Above-ground stormwater planter boxes along building facades may be substituted for foundation plantings.

Figure 26: Building Foundation Area Landscape



(6) **Buffer Area.** Buffer area landscape shall be required along interior property lines of all non-single-family development when adjacent to single-family uses. It is not expected that the buffer area will totally screen such uses but rather will minimize land use conflicts and enhance aesthetics. Landscape required by this Section shall be in addition to landscape required under other Sections of this Division.

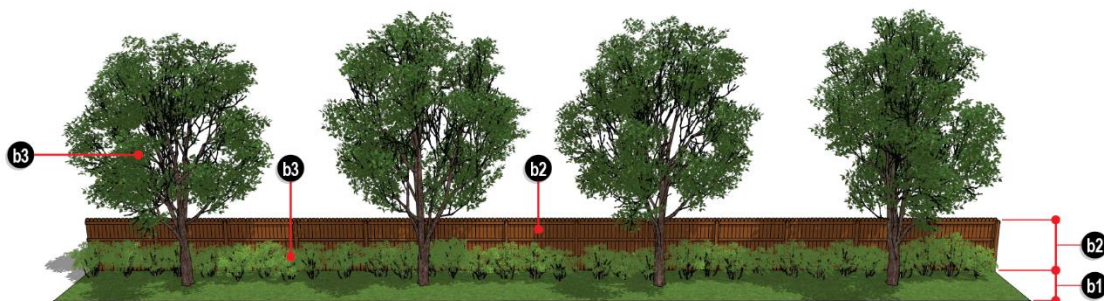
(a) **Applicability.** Buffer area landscaping is required as follows:

1. The construction or installation of any new primary building or primary use; and
2. The expansion of any existing primary building or primary use that results in an increase in gross floor area by more than five (5) percent or one thousand (1,000) square feet, whichever is greater. In the case of expansions that trigger compliance with buffer area requirements, buffer area landscaping is required only in proportion to the degree of expansion. The Administrative Review Committee is authorized to allow the buffer area to be established adjacent to the area of expansion or to disperse buffer area landscaping along the entire site buffer area.

(b) **Buffer Area Standards (Figure 27).**

1. **Width.** Buffer areas shall have a minimum width of seven (7) feet. Required yard setbacks may be utilized for buffer area landscape.
2. **Fences.** The exterior line of the buffer area shall be improved with a fence meeting the following standards:
 - a. **Height.** The fence shall be six (6) feet in height.
 - b. **Materials.** The material of the fence shall be pressure treated wood (chemically treated or naturally resistant to decay) or wood composites.
 - c. **Design.** The finished side of the fence shall face the adjacent property.
 - d. **Location.** Fences shall be located in line with the fences of adjacent properties, shall provide safe site distance where driveway curb cuts intersect public rights-of-way, and shall not extend beyond the front elevation of the primary building.
3. **Landscape Elements.** The buffer area shall, at a minimum, be improved with the following landscape elements:
 - a. **Canopy / Evergreen Trees.** Four (4) canopy and/or evergreen trees shall be planted per every one-hundred (100) lineal feet of buffer area.
 - b. **Shrubs / Native Grasses.** Ten (10) shrubs / native grasses shall be planted per every one-hundred (100) lineal feet of buffer area.

Figure 27: Buffer Area Landscape



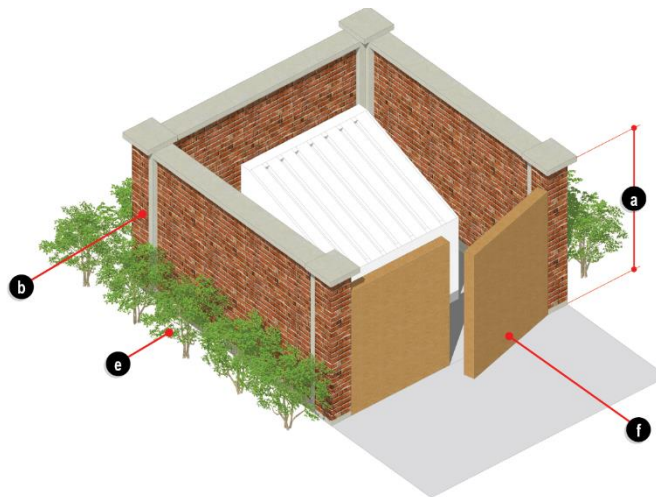
(7) Installation and Maintenance of Landscape Areas.

- (a) All installed landscape shall conform to the most recently approved American Standard for Nursery Stock (ANSI Z60.1), published by the American National Standards Institute.
- (b) All new landscape areas shall be installed prior to the occupancy or use of the building or premises, or substantial completion of the building to allow for occupancy; or if the time of the season or weather conditions are not conducive to planting, the developer shall apply to the Administrative Review Committee for a delay in landscape installation. The delay in landscape installation request shall identify a date certain by which all required landscape materials shall be installed or the developer shall be subject to a fine as detailed in the agreement.
- (c) A total cost estimate of landscaping for the construction must be given in January 1 dollars for the current calendar year. Twenty (20) percent of the total landscaping costs should be deposited in escrow with the City before building permits are granted. The twenty (20) percent landscaping deposit will be held in escrow for a period of one (1) year past the time of planting and will be refunded on approval of the City.
- (d) Dead plant materials shall be replaced within sixty (60) days taking into consideration the season of the year and shall have at least the same quantity and quality of landscape elements as initially approved. If the particular project is constructed in more than one (1) phase, the sixty (60) day timeframe shall apply to each individual phase.
- (e) All landscape shall be maintained in a healthy, neat, trimmed, clean, and weed-free condition. With the exception of surface areas in vegetated stormwater management areas where mulch is not specified, the ground surface of landscape areas shall be covered with either turf and/or other types of pervious groundcover located beneath and surrounding trees and shrubs.
- (f) For stormwater management areas where irrigation is not specified, all installed plantings shall be guaranteed for a period of eighteen (18) months following municipal approval of installation. During this guarantee period the landowner shall supply water as necessary to promote successful establishment and growth.
- (g) Any required landscape area not intended for stormwater management, greater than one hundred and fifty (150) square feet in area, shall be provided with an underground irrigation system or be provided with a portable water supply within fifty (50) feet of said landscape areas. No part of an irrigation system may be installed in City rights-of-way.
- (h) All plantings required under this Division shall be maintained perpetually and replaced if they die or are substantially weakened or damaged. If plantings succumb due to cultural conditions, they shall be replaced with more culturally suitable species of the same type (e.g. tree, shrub, groundcover).

36-493. Screening

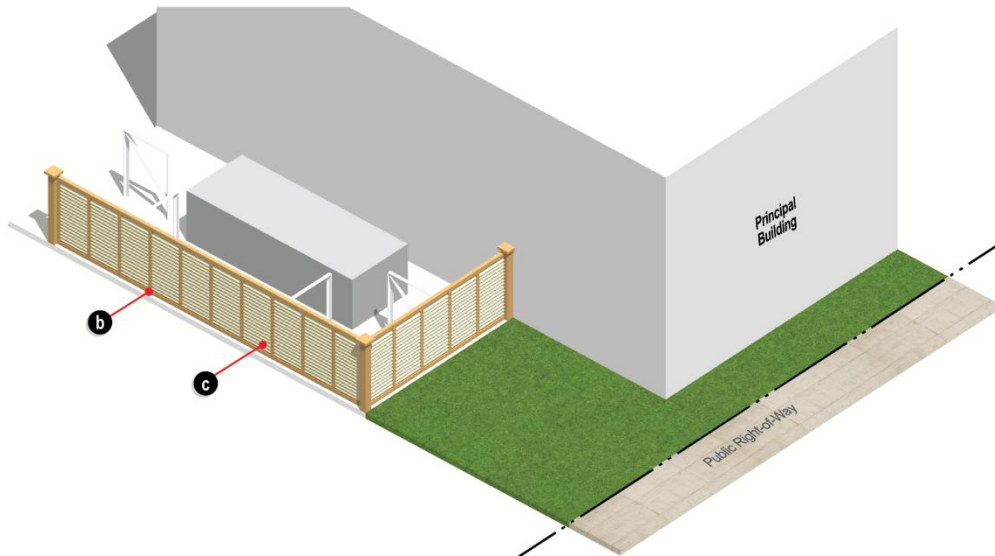
- (1) **Used Frying Oil, Trash, and Recycling Receptacles (Figure 28).** The following regulations shall apply to all non-single-family development.
- (a) Used frying oil, trash, and recycling receptacles shall be screened on three (3) sides with a solid, opaque material with a minimum height of six (6) feet and a maximum height of eight (8) feet.
 - (b) Materials used for screening shall complement the exterior building cladding materials of the primary building.
 - (c) Materials and elevations for enclosures that are attached to buildings shall be designed to be integrated into the primary building.
 - (d) If enclosures are to be attached to buildings, they shall comply with applicable fire and building codes.
 - (e) Shrubs shall be installed every three (3) feet along the exterior of the enclosure, with the exception of enclosure openings, to provide a softening effect.
 - (f) Enclosure openings shall be gated with an opaque material.
 - (g) Enclosure openings shall be kept closed at all times except for when the receptacle is being accessed.
 - (h) Property owners shall be responsible for ensuring that used frying oil, trash, and recycling receptacles be placed in the enclosure at all times other than when it is being accessed.
 - (i) Access drives shall be constructed of materials and to a thickness which accommodates truck loading. Year-round access to the enclosure area for service trucks shall be maintained by the property owner or tenant.
 - (j) Enclosures shall be of an adequate size to accommodate expected containers. The enclosure shall be designed to be expandable to accommodate future additional containers.
 - (k) Enclosure structures shall be designed to protect the walls from damage by containers. Such protection may be provided by the use of barrier curbing, reinforced masonry walls, or other similar means.
 - (l) Used frying oil, trash, and recycling receptacle enclosures shall not occupy areas used for required parking spaces.

Figure 28: Used Frying Oil, Trash, and Recycling Receptacle Screening



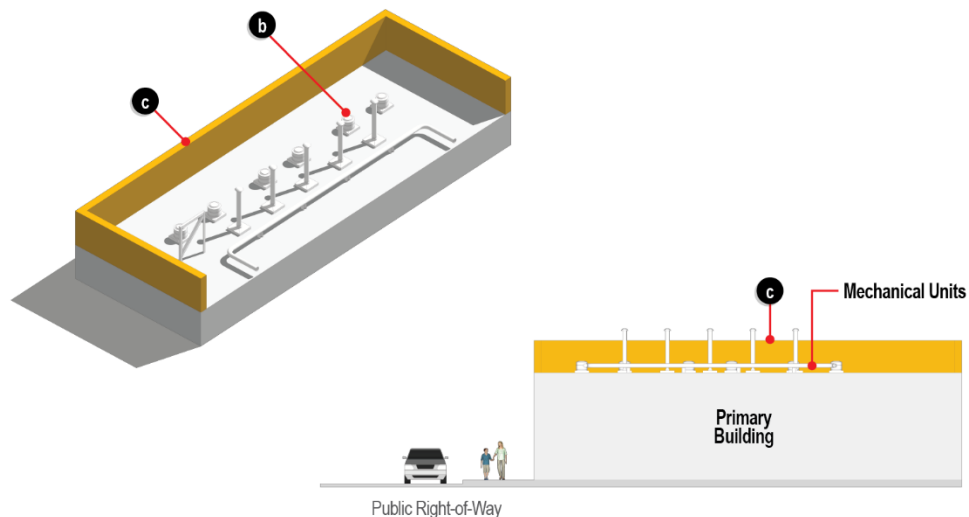
- (2) **Ground/Wall Mounted Mechanical Units (Figure 29).** The following regulations shall apply to all ground/wall-mounted mechanical units, including but not limited to generators, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment.
- (a) Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts. Ground mounted mechanical units are prohibited within the front yard, regardless of whether screening is provided.
 - (b) Ground/wall mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be screened from public view.
 - (c) Materials used for screening shall be designed and established so that the area or element being screened is no more than twenty (20) percent visible through the screen.
 - (d) Chain-link fence or slats in chain-link fence shall not be used to meet this requirement.

Figure 29: Ground/Wall Mounted Mechanical Unit Screening



- (3) **Roof Mounted Mechanical Units (Figure 30).** The following regulations shall apply to all roof mounted mechanical units, including but not limited to air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, etc., and any related utility structures and equipment which service multifamily, non-residential, or mixed use developments.
- Locating mechanical units within the primary building is strongly encouraged in order to minimize exterior visual impacts.
 - Roof mounted mechanical units that are visible from any public right-of-way or adjacent residential property shall be completely screened from public view.
 - Materials used for screening shall be architecturally integrated with the building and shall be continuous and permanent.
 - Screening shall be required when new equipment is installed and shall be provided around both new and existing roof mounted mechanical units in order to provide visual continuity. Normal maintenance of roof mounted mechanical units shall not mandate the screening requirements.
 - Additional screening may be required due to topographic differences in the adjoining properties.

Figure 30: Roof Mounted Mechanical Unit Screening

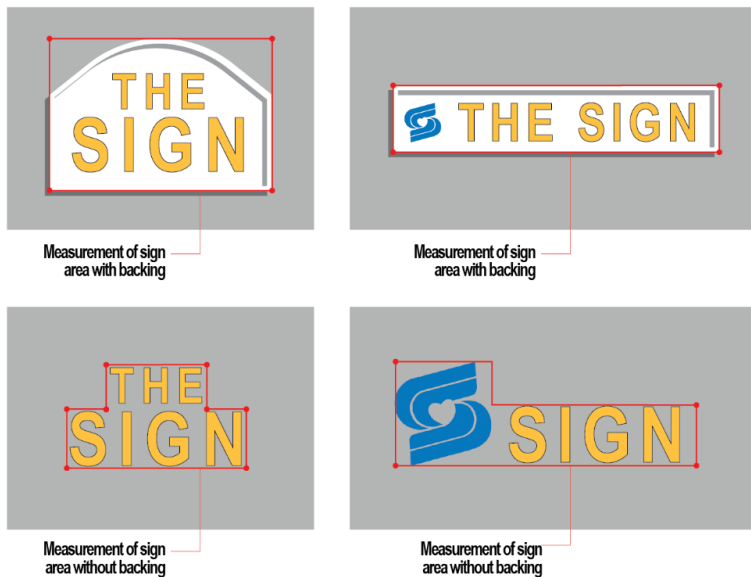


36-494. Signs

(1) Sign Measurement.

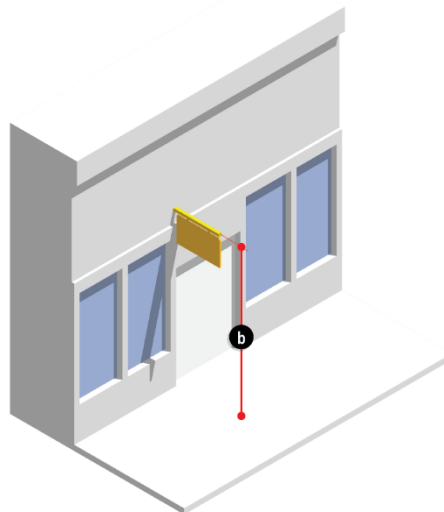
- (a) **Sign Area (Figure 31).** Unless otherwise defined, sign area shall be determined by the total area enclosed by a continuous perimeter along the edges of a sign, including any frame or border. The area of a sign composed of individually-affixed letters is determined by the total area of the smallest geometric shape enclosing the letters. A maximum of two (2) geometric shapes may be utilized. The calculation for a double-faced sign shall be the area of one (1) face only.

Figure 31: Sign Area Measurement



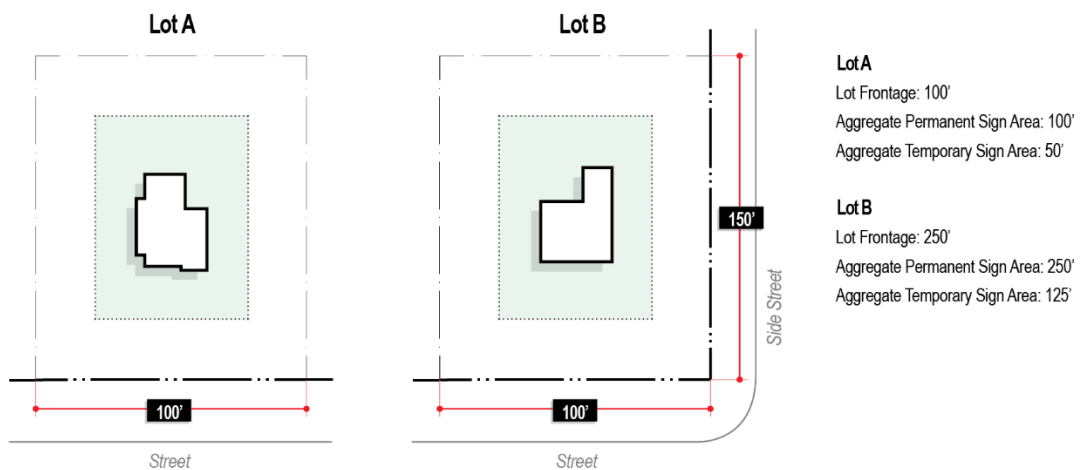
- (b) **Sign Height (Figure 32).** Sign height shall be measured from grade directly below the sign to the topmost portion of the sign.

Figure 32: Sign Height Measurement



(2) **Limit on Sign Area (Figure 33).**

- (a) **Permanent Sign Area Limit.** Each lot shall be allowed one (1) square foot of aggregate sign area per linear foot of building frontage for permanent signs.
- (b) **Temporary Sign Area Limit.** Each lot shall be allowed one-half (0.5) foot of aggregate sign area per linear foot of building frontage for temporary signs.
- (c) **Premises Having Frontage on More Than One Dedicated Street.** Premises having frontage on more than one dedicated street will be allowed an additional one-half (0.5) square feet of aggregate sign area for each lineal foot of the secondary lot frontage; however additional sign area shall only be displayed on the secondary frontage.

Figure 33: Limit on Sign Area

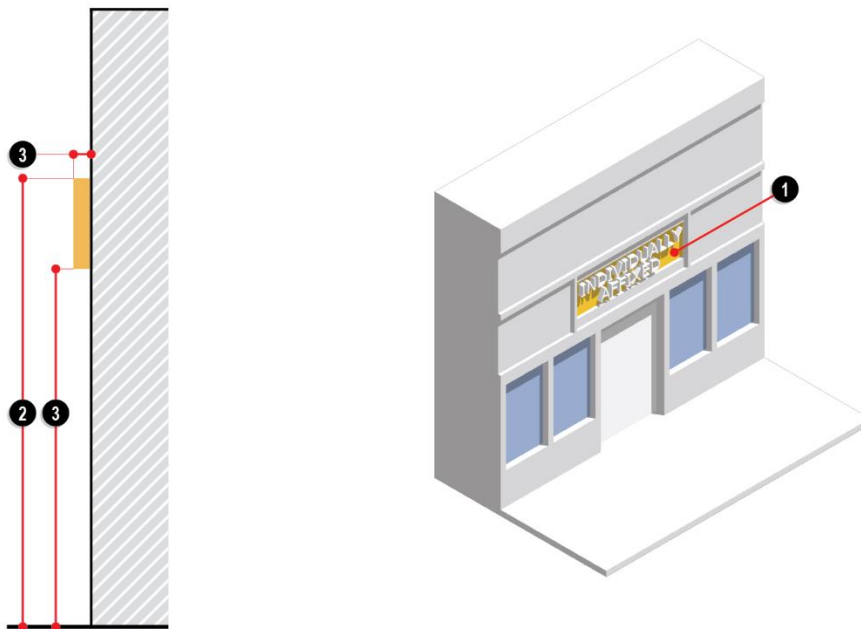
(3) **Table 36-494(3) Permitted and Allowed Sign Types** details the types of signs allowed in the GAP District per use type. The following key is to be used in the interpretation of the table.

- (a) **Permitted Sign Types.** Sign types marked as “P” in the table shall be permitted subject to all applicable provisions of this Division and only after the issuance of a Sign Permit as detailed in Section 36-454(22).
- (b) **Allowed Sign Types.** Sign types marked as “A” in the table shall be allowed subject to all applicable provisions of this Division. No sign permit shall be required.
- (c) **Prohibited Sign Types.** A blank space in the table indicates that a sign type is not allowed for the respective use type.
- (d) **Unlisted Sign Types.** Sign types not included in Table 36-494(3) shall be considered prohibited.

Table 36-494(3) Permitted and Allowed Sign Types		
Sign Type	Single-Family Uses	Non-Single-Family Uses
<i>Permanent Signs</i>		
Wall Sign		P
Awning or Canopy Sign		P
Projecting Sign		P
Window Sign, Permanent		P
On-Site Traffic Directional Sign		P
<i>Temporary Signs</i>		
Wall Mounted Banner Sign		P
Sidewalk Sign		A
Window Sign, Temporary		A
Yard Sign	A	
Post Sign	P	

(4) **Standards for Permanent Signs.**(a) **Wall Signs (Figure 34).**

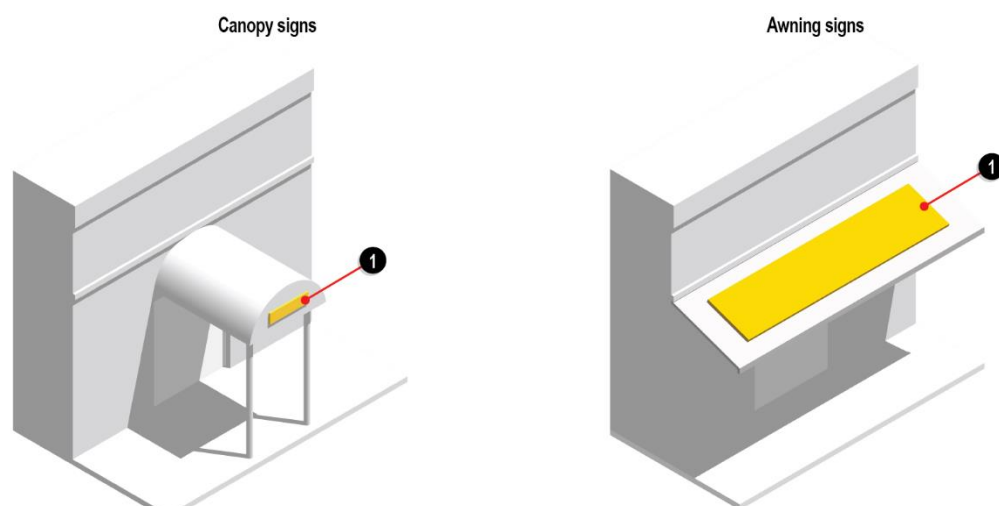
1. **Sign Area.** The maximum sign area of a wall sign shall be five (5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall sign shall protrude above the highest roofline or the top of the parapet wall or mansard roof.
3. **Projection.** A wall sign shall not extend more than six (6) inches from the wall of the building or structure to which it is attached and shall maintain a minimum vertical clearance of ten (10) feet.
4. **Number of Signs.** A maximum of one (1) wall sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
5. **Sign Copy.** All sign copy featured on wall signs shall either be individually affixed letters, appear to be individually affixed letters, or be printed, etched, or otherwise incorporated directly on the sign's backing plate. Box signs shall be prohibited.
6. **Other Standards.**
 - a. No wall sign shall cover any architectural features (architectural features shall include but not be limited to, pediment, cornice, belt course, pier, windows, pilaster, roof, decorative stone or inlay, kick plate/bulkhead, raised or colored brick pattern, and corbel) of the building to which it is affixed.
 - b. No wall sign shall be affixed to HVAC screening, elevator overrun, or other features protruding from the roof of the structure.

Figure 34: Wall Signs

(b) **Awning or Canopy Signs (Figure 35).**

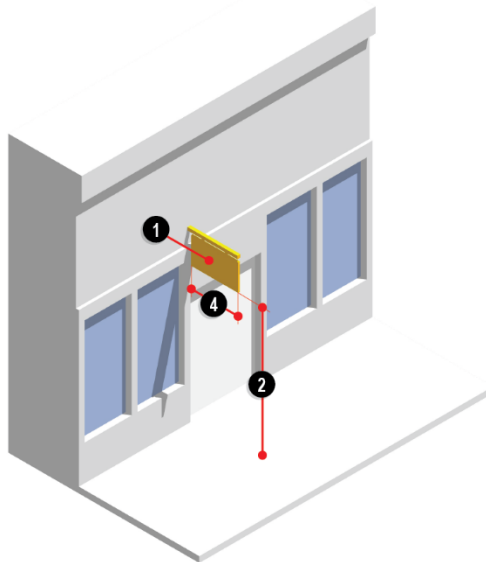
1. **Sign Area.** The maximum sign area of an awning or canopy sign shall be fifty (50) percent of the face of the awning or canopy upon which the sign shall be printed or affixed.
2. **Other Provisions.** Awning or canopy signs shall only be permitted on awnings or canopies extending above ground floor entrances or windows.

Figure 35: Awning or Canopy Signs



(c) **Projecting Signs (Figure 36).**

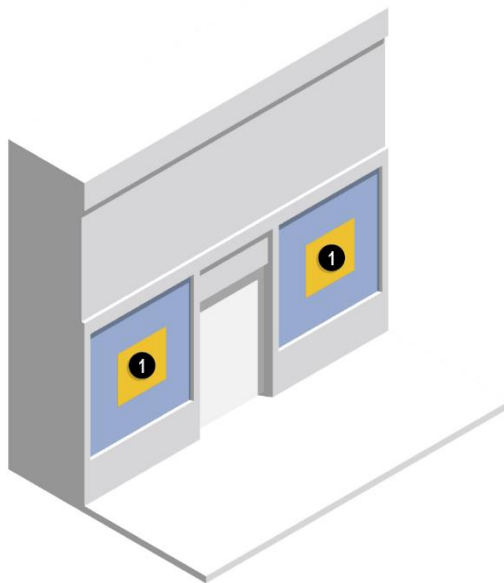
1. **Sign Area.** The maximum sign area of a projecting sign shall be six (6) square feet.
2. **Height.** A projecting sign shall not extend above the roofline of the building to which it is attached, or a maximum of twelve (12) feet, whichever is less, and shall maintain a minimum vertical clearance of eight (8) feet.
3. **Number of Signs.** A maximum of one (1) projecting sign shall be permitted per ground floor nonresidential tenant space. A projecting sign and a wall sign may be displayed on the same building frontage. A projecting sign and an awning or canopy sign shall not be displayed on the same building frontage.
4. **Projection.** A projecting sign shall horizontally project a maximum of four (4) feet from the mean elevation of the building to which it is attached.
5. **Other Provisions.**
 - a. The property owner shall be required to provide a release or hold harmless to the City prior to the display of any signs located within a public right-of-way.
 - b. Projecting signs shall not be illuminated.
 - c. Projecting signs may encroach upon, extend, or project over a public sidewalk.

Figure 36: Projecting Signs

(d) **Window Signs, Permanent (Figure 37).**

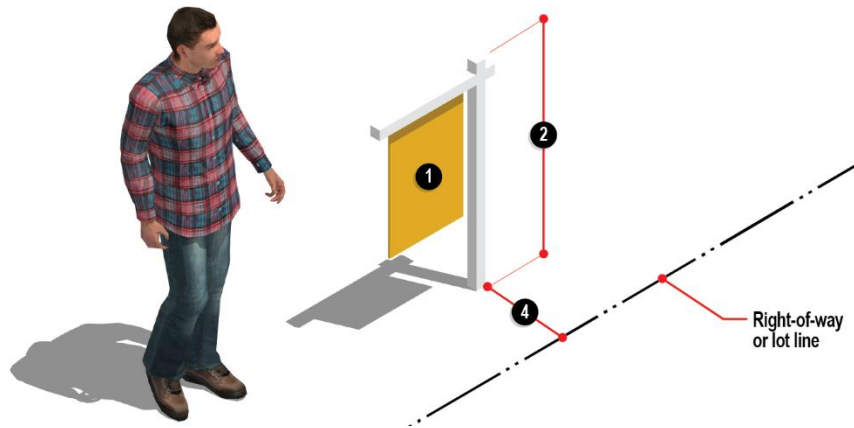
1. **Sign Area.** The maximum sign area of a permanent window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located. Permanent window sign area shall be counted in aggregate with wall sign area.
2. **Other Provisions.** Window signs shall be allowed on ground floor windows only.

Figure 37: Window Signs, Permanent



(e) **On-Site Traffic Directional Signs (Figure 38).**

1. **Sign Area.** The maximum sign area of an on-site traffic directional sign shall be six (6) square feet.
2. **Height.** The maximum height of an on-site traffic directional sign shall be four (4) feet.
3. **Number of Signs.** The number and placement of on-site traffic directional signs shall be as necessary to assist in the safe movement of vehicular and pedestrian traffic on a property, as approved by the Administrative Review Committee.
4. **Location.** On-site traffic directional signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; be placed in any sidewalk or pedestrian walkway and shall not be located in a clear vision triangle as detailed in Section 36-490(1)(f).

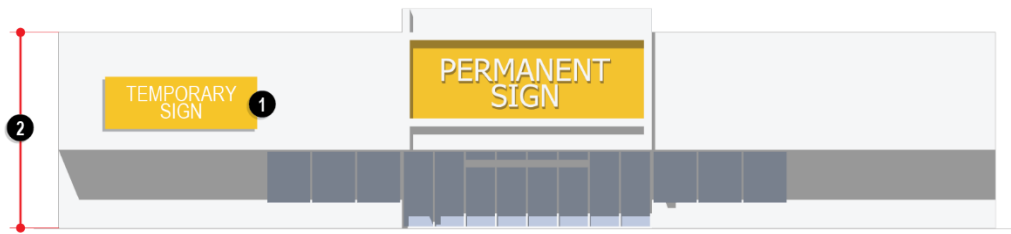
Figure 38: On-Site Traffic Directional Signs

(5) **Standards for Temporary Signs.**

(a) **Wall Mounted Banner Signs (Figure 39).**

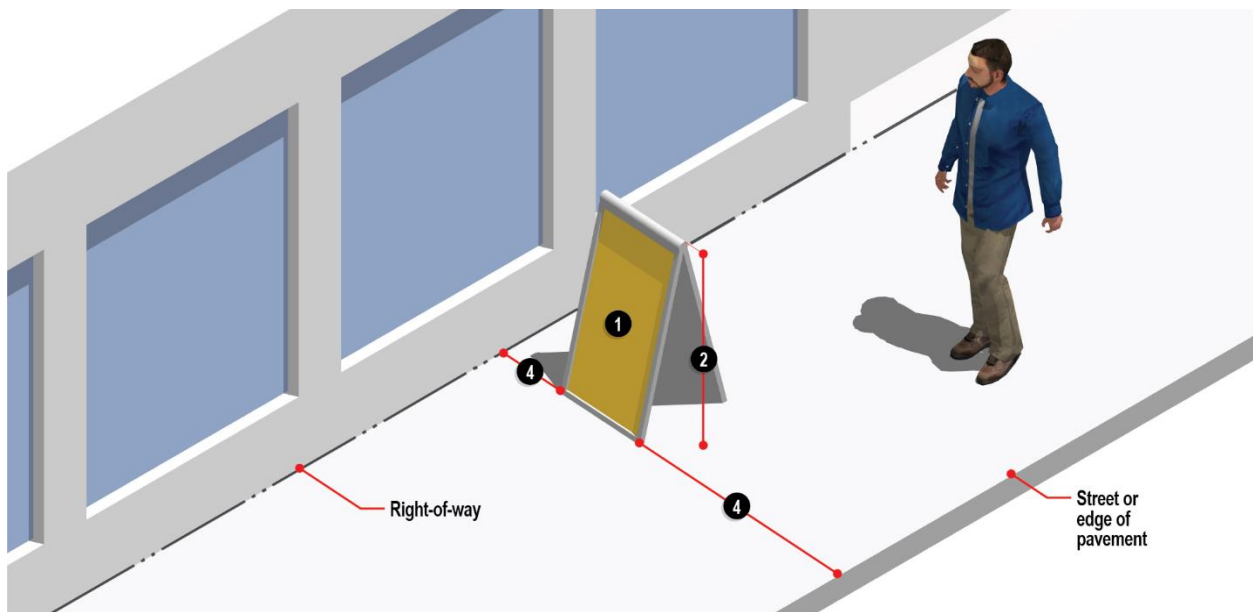
1. **Sign Area.** The maximum sign area of a wall mounted banner sign shall be two and one-half (2.5) percent of the total area of the face of wall on which the sign is to be located.
2. **Height.** No wall mounted banner sign shall protrude above the highest roofline or above the top of the parapet wall or mansard roof.
3. **Number of Signs.** A maximum of one (1) wall mounted banner sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.** Wall mounted banner signs shall be affixed to a building.
5. **Projection.** Wall mounted banner signs shall be affixed flat against the building to which they are mounted.

Figure 39: Wall Mounted Banner Signs



(b) **Sidewalk Signs (Figure 40).**

1. **Sign Area.** The maximum sign area of a sidewalk sign shall be four (4) square feet.
2. **Height.** The maximum height of a sidewalk sign shall be three (3) feet.
3. **Number of Signs.** A maximum of one (1) sidewalk sign shall be permitted per lot frontage of a single-tenant building or unit of a multi-tenant building.
4. **Location.**
 - a. Sidewalk signs shall be placed in a manner that preserves a continuous sidewalk width of a minimum of three (3) feet.
 - b. No part of any sidewalk sign shall block points of ingress or egress.
 - c. Sidewalk signs shall be placed no more than one (1) foot from the wall of the building or unit of a building to which the sign is associated.
 - d. Sidewalk signs shall be placed no less than three (3) feet and no more than six (6) feet from the entrance of the building or unit of a building to which the sign is associated.
5. **Duration of Display.** The display of sidewalk signs shall only be permitted during the operating hours of the use to which the sign is associated and shall be brought indoors during non-operating hours.

Figure 40: Sidewalk Signs

(c) **Window Signs, Temporary.**

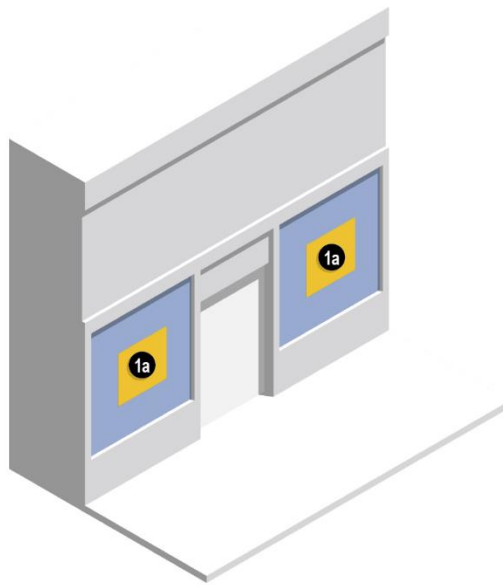
1. **Sign Area (Figure 41).**

- a. The maximum sign area of a temporary window sign shall be fifteen (15) of the total area of the window on which the sign shall be located if a permanent window sign is displayed on the same window.
- b. If a permanent window sign is not displayed on the same window, the maximum sign area of a temporary window sign shall be twenty-five (25) percent of the total area of the window on which the sign shall be located.

2. **Other Provisions.**

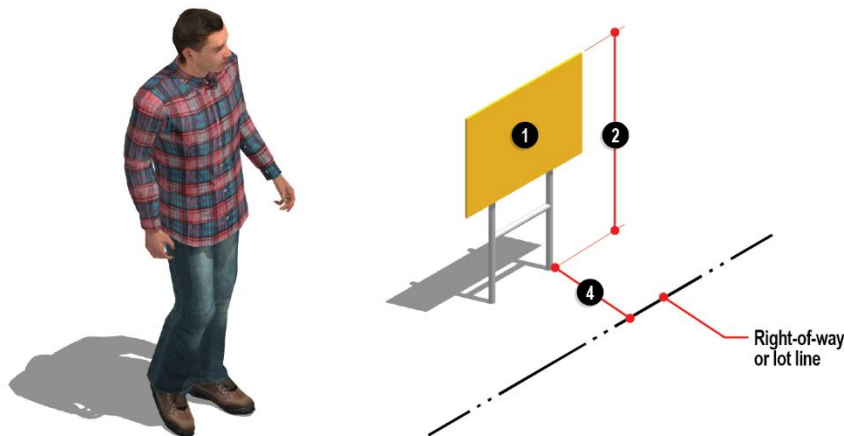
- a. Temporary window signs shall be allowed on ground floor windows only.
- b. Temporary window signs shall not be located on transom windows.

Figure 41: Window Signs, Temporary



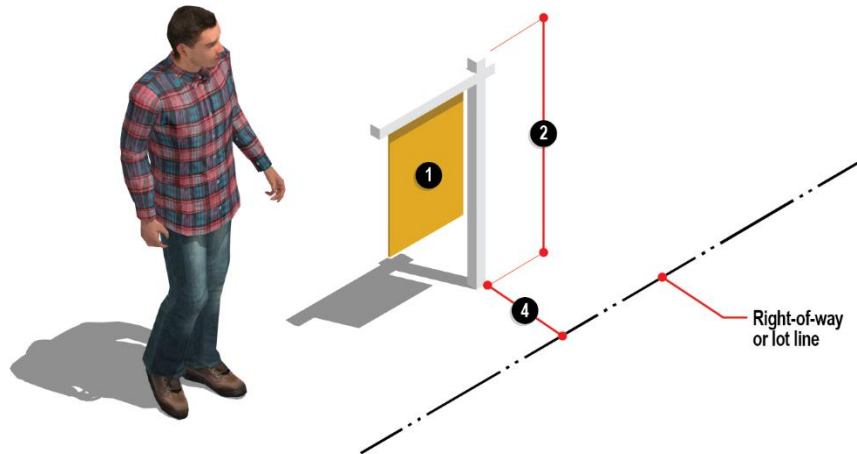
(d) **Yard Signs (Figure 42).**

1. **Sign Area.** The maximum sign area of a yard sign shall be three (3) square feet.
2. **Sign Height.** The maximum height of a yard sign shall be four (4) feet.
3. **Number of Signs.** A maximum of two (2) yard signs may be displayed concurrently per lot. However, in the thirty (30) days before and two (2) days after a local, state, or federal election, a maximum of four (4) yard signs may be displayed concurrently.
4. **Location.** Yard signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Yard signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Yard signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 42: Yard Signs

(e) **Post Signs (Figure 43).**

1. **Sign Area.** The maximum sign area of a post sign shall be four (4) square feet.
2. **Height.** The maximum height of a post sign shall be six (6) feet.
3. **Number of Signs.** A maximum of one (1) post sign shall be allowed per lot frontage.
4. **Location.** Post signs shall be located a minimum of five (5) feet from all property lines, rights-of-way, and utility easements; shall not block points of ingress or egress; or be placed in any sidewalk or pedestrian walkway.
5. **Other Provisions.**
 - a. Post signs shall be securely anchored into the ground or secured in a portable base designed for such function.
 - b. Post signs shall be maintained in good condition and shall not sag, lie on the ground, be torn, or otherwise kept in a disorderly state.

Figure 43: Post Signs

(6) **Prohibited Signs.** Unless otherwise allowed in this Division, the following signs are expressly prohibited:

- (a) Electronic message boards,
- (b) Outline lighting,
- (c) Pole / pylon signs,
- (d) Monument signs,
- (e) Roof signs,
- (f) Signs with flashing lights,
- (g) Moving, rotating, or animated signs,
- (h) Pennants, streamers, spinners, propellers, balloons, inflatable shapes,
- (i) Snipe signs,
- (j) Box signs,
- (k) Feather signs,
- (l) Billboards / off-premises signs,
- (m) Attention getting devices, and
- (n) Other sign types not explicitly permitted.

(7) **Nonconforming Signs.**

- (a) All permanent signs which are in existence at the time of passage of this Division, but which do not conform to one or more provisions of this Division, shall be deemed to be a legal nonconforming structure and may be continued only as provided in this Section.
- (b) Any sign for which a permit has been lawfully granted prior to the effective date of this or any subsequent amendment of this Division and which does not comply with the provisions of such amendment may nonetheless be completed in accordance with the approved plans, provided erection of the sign is started within ninety (90) days after the passage of the ordinance amendment, and is diligently prosecuted to completion.
- (c) Whenever a nonconforming sign has been discontinued for a period of six (6) consecutive months, or whenever there is evidence of a clear intent on the part of the owner to abandon a nonconforming sign, such sign shall not, after being discontinued or abandoned, be reestablished, and the sign thereafter shall be in conformity with the regulations of this Division.
- (d) Normal maintenance of a nonconforming sign is permitted, including necessary nonstructural repairs and incidental alterations which do not extend or intensify the nonconforming features of the sign.
- (e) No structural alteration, enlargement or extension shall be made to a nonconforming sign, except in the following situations:
 - 1. When the alteration is required by law; and/or
 - 2. When the alteration will actually result in eliminating the nonconforming portion of the structure.

- (f) If a nonconforming sign is damaged or destroyed by any means to the extent of fifty (50) percent or more of its replacement value at that time, the sign shall not be rebuilt or used thereafter except in compliance with the provisions of this Division. In the event the damage or destruction is less than fifty (50) percent of its replacement value, based upon prevailing costs, the sign may then be restored to its original condition at the time of such partial destruction until the nonconforming sign is otherwise abated by the provisions of this Division. In either event, restoration or repair must be started within a period of six (6) months from the date of damage or destruction, and diligently prosecuted to completion.
- (g) Existing temporary signs shall expire at the termination date specified on the permit, but in no case later than six (6) months from the date of passage of this Division. New temporary signs shall be allowed only in conformance with the provisions contained in this Division.
- (h) The Administrative Review Committee shall, after the adoption of this Division, notify each owner of a nonconforming sign of the manner in which such sign is not in compliance with this Division. They shall further notify each owner of a nonconforming sign that such sign must either be brought into compliance with this Division or removed prior to its required abatement date.

36-495. Outdoor Lighting

In addition to the outdoor lighting standards detailed below, all development shall comply with Section 36-484 of the Springfield Zoning Ordinance.

- (1) **Fixture Classification.** All outdoor lighting fixtures shall either have a fixture cutoff classification of "Full Cutoff" or be fully shielded, unless otherwise expressly permitted.
- (2) **LED Fixtures.** All outdoor lighting utilizing a light-emitting diode (LED) fixture shall meet the following standards:
 - (a) **Color Rendering.** Outdoor LED fixtures shall be rated a minimum Color Rendering Index (CRI) value of seventy (70) or higher.
 - (b) **Color Temperature.** Outdoor LED fixtures shall have a correlated color temperature between four thousand (4,000) and five thousand (5,000) degrees Kelvin.

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: 06-08-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 144

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public
2 Places,' Article VI 'Improvements,' Division One, 'Generally,' Section
3 98-218, 'Tax bill to constitute lien.'
4 _____
5
6

7 WHEREAS, City Code Section 98-218 provides that special tax bills, for payment
8 of public works constructed, shall be a lien against the property for a time certain, which
9 lien shall end under various circumstances; and
10

11 WHEREAS, the current version of City Code Section 98-218 exists as it does
12 because of prior state legislation, which has been amended since City Council enacted
13 the current version of City Code Section 98-218; and
14

15 WHEREAS, City Council should amend City Code Section 98-218 to provide for
16 liens consistent with state statute and the City Charter.
17

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

21 NOTE: Language to be added is underlined. Language to be removed is
22 ~~stricken~~.
23

24 Section 1 – The Springfield City Code Chapter 98 'Streets, Sidewalks and Public
25 Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to
26 constitute lien,' is hereby amended as follows:
27

28 Sec. 98-218. - Tax bill to constitute lien.
29

30 Every special tax bill issued by the city in payment of public works constructed,
31 shall be a lien against the property therein described from the date of its issuance until
32 such bill, including all interest due thereon, is paid in full. ~~from the date of its issuance,~~
33 ~~which lien shall continue for a period of ten years thereafter, except in the case of~~

34 ~~special tax bills payable in installments, the lien of which shall not expire until one year~~
35 ~~after the date of maturity of the last installment, but if suit is brought on any such tax bill~~
36 ~~within the time limit stated in this section, the lien shall continue until the termination of~~
37 ~~the legal proceedings to collect the bill, including any sale of the property charged.~~
38 Every such special tax bill and lien thereof shall be assignable, and any such tax bill,
39 with the interest therein provided, may be collected by suit by the owner thereof, in the
40 name of such owner, in any court of competent jurisdiction. In the institution of such suit,
41 it shall be sufficient for the plaintiff to plead the making and issuance of the tax bill sued
42 on, giving the date and contents thereof, and assignment thereof, in case of
43 assignment, and alleging that the party made defendant owns or claims to own the land
44 charged or some estate or interest therein, as the case may be.

45
46 Section 2 – This Ordinance shall be in full force and effect from and after
47 passage.

48
49 Passed at meeting: _____

50
51
52 _____
53 Mayor

54
55 Attest: _____, City Clerk

56
57 Filed as Ordinance: _____

58
59 Approved as to form: , Assistant City Attorney

60
61 Approved for Council Action: , City Manager
62
63

EXPLANATION TO COUNCIL BILL 2021- 144

FILED: 06-08-21

DEPARTMENT: Environmental Services

PURPOSE: To amend the Springfield City Code, Chapter 98 'Streets, Sidewalks and Public Places,' Article VI 'Improvements,' Division One, 'Generally,' Section 98-218, 'Tax bill to constitute lien.'

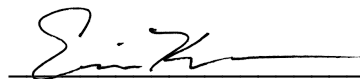
BACKGROUND INFORMATION: The City Charter prohibits remitting, abating, ending, reducing, or lessening special taxes or assessments, including interest or penalties, that appear in special tax bills.

The current version of City Code Section 98-218 ends liens on special tax bills for public improvements at 10 years or one year after date of maturity of special tax bills paid in installments. This is because prior state legislation (RSMo Section 88.812) preempted the City Charter on lien duration. That same state legislation is now amended and no longer preempts the City Charter on lien duration. Removing the termination requirement for liens will allow the City to preserve lien rights until the special tax bill is paid in full.

REMARKS: This change will enhance the flexibility the city has in enforcing the collection of special tax bills for public improvements. Special tax bills create a liability not against a specific individual(s), but against the improved property. The way to collect on the special tax bills is to levy the assessment and record liens that run with the property until the special tax bill is paid in full. There are some special tax bill accounts that, for various reasons, will be in arrears and have balances remaining at the conclusion of 10 years or one year after date of maturity of special tax bills paid in installments. The City may be working with property owners on their satisfying the remainder of the special tax bill but can be hampered in these efforts by current code restrictions on the length of the lien. Without the lien remaining in effect until full payment is received, collection efforts become more difficult and, due to timing restrictions, can require the City to initiate legal action, even when other means of collection might be available.

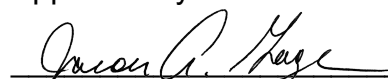
By removing the time restriction and simply allowing the lien to remain in place until the special tax bill is paid in full, the code section will be consistent with City Charter and will allow additional flexibility to address overdue accounts while preserving the City's ability to enforce the lien.

Submitted and recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-08-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 145

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc., for the purpose of
3 promoting the attraction of sporting events to the community.
4 _____
5

6 WHEREAS, the Greater Springfield Area Sports Commission, Inc.,
7 ("Commission") is a non-profit corporation, organized in 1999 for the purpose of
8 enhancing the quality of life and stimulating economic growth in the Springfield area by
9 promoting the City as a host city for quality national and regional sporting events and
10 other ancillary activities; and
11

12 WHEREAS, a portion of the Commission's budget comes from the City's
13 collection fee from the hotel/motel gross receipts tax; and
14

15 WHEREAS, the budgeted portion of the collected hotel/motel gross receipts tax
16 for Fiscal Year 2021-2022 is \$80,171.
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
22 an agreement with the Greater Springfield Area Sports Commission, Inc., said
23 agreement to be substantially in form and content as that document attached hereto
24 and incorporated herein by this reference as "Exhibit A."
25

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

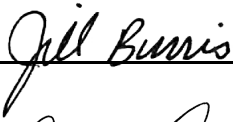
29 Passed at meeting: _____
30

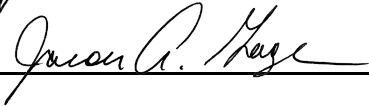
31 _____
32 Mayor
33

34 Attest: _____, City Clerk

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Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 145

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc., in the amount of \$80,171 to promote the attraction of sporting events to the community.

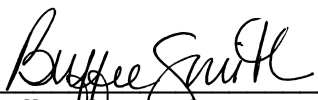
BACKGROUND INFORMATION: The Greater Springfield Area Sports Commission, Inc., ("Commission") is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Sports Commission's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for the Sports Commission in Fiscal Year 2020-2021 was \$43,940, and the amount budgeted for Fiscal Year 2021-2022 is \$80,171.

Entering into an agreement will continue the funding of the Commission from a share of the City's collection fee from the hotel/motel gross receipts tax.

REMARKS: The Board of Directors consists of ten perpetual members representing the City, Park Board, City Utilities, Convention & Visitors Bureau, Chamber of Commerce, Springfield R-12 School District, Missouri State University, Drury University, Evangel University and the Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair), and other directors as elected.

No significant revisions have been made in this year's contract which is similar to the current agreement. The Springfield Convention & Visitors Bureau manages and provides administrative support for the Commission.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT (4) LAW DEPARTMENT	(2) CONTRACTOR (5) CITY MANAGER'S OFFICE	(3) FINANCE DEPARTMENT (6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2021	TERMINATION DATE June 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Greater Springfield Area Sports Commission, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Area Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote sports and sporting events within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote sports and sporting events in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.
2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in *Exhibit 1*.
3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Greater Springfield Area Sports Commission, Inc. (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. **REPORTS.** Reports to the City will be made as follows:

A. **Annual Reports:** The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. **Other Reports:** The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. **PERSONNEL.** The Contractor will secure such personnel as are authorized in its board-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. **KEY PERSONNEL AND PROGRAM ORGANIZATION.** The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. **COMMENCEMENT OF WORK.** Services of the Contractor shall commence on July 1, 2021 and shall be completed in a timely manner.

10. **PAYMENT.** Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Half of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and One-Twelfth of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004, said collection fees as set forth in Section 70-287 of the Springfield City Code.

11. **TERMINATION.** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. **CITY - CONFLICT OF INTEREST.** No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. No applicable federal regulations or applicable provisions in RSMo. Section 105.450 et seq. shall be violated.

13. **RIGHT OF AUDIT.**

A. **Contractor's Books and Records:** The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate

of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor 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.S(a) and 41 C.F.R. § 60-741.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(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.

15. **INDEPENDENT CONTRACTOR.** The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. **INDEMNIFICATION AND LIABILITY.** The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. **ATTORNEY FEES.** In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. **APPLICABLE LAWS.** The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. **JURISDICTION.** The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. **NOTICES.** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. **ENTIRE AGREEMENT.** This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. **CONTINGENCIES.** This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors and status as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2021-2022 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg. _____
P. Hrngs. _____
Pgs. 45
Filed: 06-08-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-146

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., for the purpose of
3 promoting travel and tourism within the City of Springfield.
4 _____
5

6 WHEREAS, the Springfield Convention and Visitors Bureau, Inc., ("SCVB")
7 contracts annually with the City to promote economic growth by generating incremental
8 overnight travel; and
9

10 WHEREAS, SCVB receives half of the five percent hotel/motel gross receipts
11 tax, said tax being authorized by Article V of Chapter 70 of the Springfield City Code,
12 less a six percent collection fee retained by the City; and
13

14 WHEREAS, these funds are dispersed to SCVB in exchange for their marketing
15 of the City as a desirable destination for travel and tourism.
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, on behalf of the City of
21 Springfield, Missouri, is hereby authorized to enter into an agreement with the
22 Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in
23 the same form and content as that document attached hereto and incorporated herein
24 by this reference as "Exhibit A."
25

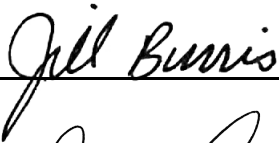
26 Section 2 – This Ordinance shall be in full force and effect from and after
27 passage.
28

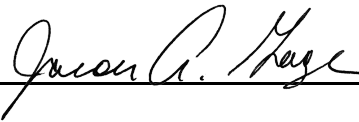
29 Passed at meeting: _____
30
31

32 Mayor
33

34 Attest: _____, City Clerk

35
36 Filed as Ordinance: _____

37
38
39 Approved as to form: , Assistant City Attorney

40
41
42 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 146

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc., for the purpose of promoting travel and tourism within the City of Springfield.

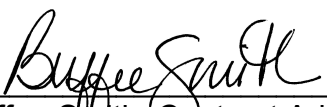
BACKGROUND INFORMATION: The Springfield Convention & Visitors Bureau, Inc., ("SCVB") contracts annually with the City to generate economic impact within the City by promoting attractions and increasing overnight travel. Attachments to the Ordinance include the Marketing Plan ("Exhibit 1") and SCVB's Proposed Budget ("Exhibit 2") for Fiscal Year 2021-2022.

SCVB will receive half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in SCVB's Marketing Plan.

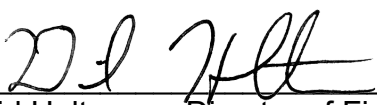
The SCVB's total Fiscal Year 2021-2022 budget is \$4,591,300, of which \$2,431,000 is budgeted to come from the hotel/motel gross receipts tax; \$551,300 from the private sector for advertising; \$471,000 from the Division of Tourism through a Cooperative Marketing Program; \$238,000 from a forgivable Payroll Protection Plan loan; and \$900,000 from the SCVB's fund balance.

REMARKS: The Bureau's 15-member board includes a Deputy City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The Board has approved both the Fiscal Year 2021-2022 Budget and Marketing Plan.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:

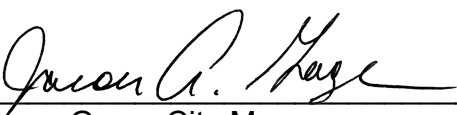

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2021	TERMINATION DATE June 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 N. Boonville Ave, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Attn: David Holtmann, Director of Finance		Springfield Convention & Visitors Bureau, Inc. 815 E. St. Louis Street, Suite 100 Springfield, MO 65806 Phone: (417) 881-5300 Attn: Tracy Kimberlin	

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2021, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2021-2022 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. TERM. The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.

2. SCOPE OF SERVICES. The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.

3. AGREEMENT ADMINISTRATION. The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. FURNISHING INFORMATION. All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor

in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. The Contractor will secure such personnel as are authorized in its City Council-approved budget. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor will perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2021; and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A. Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B. 1) A payroll bank account will be maintained containing approximately \$65,000 for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The fund will be replenished as necessary, on a weekly basis through the City's accounts payable.

C. 2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

D. Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget (**Exhibit 2**).

E. It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

F. Notwithstanding any other provision of this Agreement, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax received by the City, and appropriated by the City Council. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

G. The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the

Proposed Budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative; (2) Budget changes between budget categories require the written approval of the City Manager; (3) Budget changes that would increase the total budget must be authorized by the City Council.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor and its subcontractors shall cease all work on the project and all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Contractor or City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project or on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor. Contractor shall insert similar cancellation provisions in all of its contracts except for lease of space.

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor 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.S(a), if applicable.

A. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.S(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

B. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.S(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.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise shall be greater in amount than the weekly payroll reimbursement amount described in Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. AFFIDAVIT FOR CONTRACTS OVER \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A. A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B. There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants

set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

c. Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

By: _____

Name & Title: _____

Attest:

Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee



Exhibit 1

2021/2022 Marketing Plan

2021/2022 Marketing Plan	1
About the Convention & Visitors Bureau	2
Executive Summary	4
Marketing	7
Branding	7
Public Relations	8
Collateral Production/Advertising Sales	100
Regionalism & Partnership	111
Market Research	122
Intercept Marketing	133
Digital Marketing	144
Advertising Campaigns & Cooperative Marketing	166
Leisure Advertising	177
Convention/Sports Advertising	18
Group Sales	19
Market Segments	19
Group Sales Efforts	20
Trade Shows and Special Projects	23
Event Services	24
Training	266
Staff & Volunteers	266
Hospitality Industry & Advertisers	28
Administrative	29
Future Marketing Efforts	322

About the Convention & Visitors Bureau

The Bureau Is...

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 14 civic and business leaders
- Supported by a full-time staff of 18, part-time staff of one and nearly 25 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the Chamber of Commerce's hospitality arm. The Bureau was incorporated independently as a not-for-profit corporation under the State of Missouri laws in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Springfield Convention & Visitors Bureau is dedicated to improving the economic vitality and livability of our community by encouraging the development and growth of the region's visitor and hospitality industry through marketing and advocacy.

Vision Statement

Springfield will be a universally recognized destination, welcoming people to visit, explore, and experience the quality of life we enjoy every day.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of life's simple pleasures.

Core Values

The CVB promotes being collaborative, visionary, loyal, and inclusive in all we do. We uphold integrity as we operate with a sense of trust and accountability.

CVB Contact Information

www.SpringfieldMO.org
(800) 678-8767; (417) 881-5300
(417) 881-2231 – fax

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO
Tonia Castaneda, Director of Finance/Human Resources
Pamela Girardot, Administrative Marketing Assistant
Shelly Grauberger, Visitor Services Manager
Jennifer Holt, Executive Assistant
Barbara Bartels, Visitor Center Associate

Marketing

Megan Buchbinder, Director of Marketing
Steve Ross, Assistant Director of Marketing
Susan Wade, Public Relations Manager
Madison Yohn, Content Coordinator
Jane Rips, Partner Development Manager
Erin Carleton, Digital Marketing Specialist

Group Sales

Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, CSEE, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Chavez, Event Services Manager
Lori Casey, CTIS, Sales and Group Tour Coordinator
Katie Johnson, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Amy Austin, Chair - SVN/Rankin Company
Bill Hobbs, Vice-Chair - Elliott Lodging
Stephanie Hein, Past Chair - Missouri State University
Joe Wadkins, Treasurer - DoubleTree by Hilton Springfield
Martina Sally, Assistant Treasurer - MSRG Real Estate Group

Board Members

Brad Beattie, Springfield Cardinals
Bob Belote - Springfield-Greene County Park Board
Missy Handyside, Oasis Hotel & Convention Center
Laura Head Elliott - Bass Pro Hospitality
Matt Morrow - Springfield Area Chamber of Commerce
Mary Kromrey - Ozark Greenways
John Oke-Thomas - Oke-Thomas & Associates, Inc.
Zackary Oxley - Hotel Vandivort
Collin Quigley - City of Springfield

Executive Summary

The objectives and action plans that follow illustrate planned marketing activities for the 2021/2022 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

Although not included in this document, various marketing plan statistics and other information used to help determine marketing efforts are updated continuously and are available upon request.

New and/or major projects included or planned for the 2021/2022 fiscal year are listed below.

- The staff worked closely with industry partners to develop an effective marketing program for group business and leisure travel to stimulate room demand as much as possible following the coronavirus pandemic.
- Eligibility for stimulus programs through the American Recovery Plan Act will be determined and if eligible, the CVB board will apply. If possible, the CVB will partner with the city and/or county to use a portion of the Coronavirus Fiscal Recovery Funds or Economic Development Agency Grants to help fund capital investment in an indoor sports facility.
- Staff will continue pursuing advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include print publications, website, social media, digital marketing and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center, and other area attractions.
- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism's Marketing Matching Grants program to leverage the CVB's advertising dollars.
- The CVB will continue to invest financial and staff resources into producing branded marketing campaigns for the leisure, convention, and sports markets in partnership with advertising agencies Madden Media, Osborn Barr and Revel Advertising.
- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes recruiting diverse applicants, hiring more diverse models for photo/video shoots, and conducting ongoing staff sensitivity and diversity training.
- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals, the Missouri Division of Tourism, and others will be continued and expanded. An area partnership with Bass Pro/WOW, Herschend Family Entertainment, and the Branson CVB will be developed and expanded under the umbrella of the Ozark Mountains.
- With the anticipated expansion of the Bass Pro Shops "Granddaddy" complex, staff will work with Bass Pro Shops, Wonders of Wildlife and other hospitality representatives to develop a series of public relations, marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors. Additionally, the sales department will solicit outdoor writer groups and invite other meeting planners on familiarization tours in conjunction with the opening of new facilities.

- The use of online advertising, streaming video and audio content, social networking sites (Twitter, Facebook, Instagram, LinkedIn, etc.) and other websites, such as TripAdvisor and Expedia, will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.
- Local, regional, and national public relations will continue as a high priority to supplement the CVB's advertising efforts. These efforts will be complemented with familiarization tours with travel writers, bloggers, and other media as needed.
- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION public relations software to the fullest extent by providing press release distribution, maintaining media contacts, and monitoring clippings.
- The CVB will build on the local popularity of the recent branding efforts by using logos and other creative assets on apparel and other items internally and in partnership with third-party outlets.
- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Alliance to increase the budget of the Missouri Division of Tourism, protect funding for the Cooperative Marketing Program and lobby for other travel and tourism initiatives.
- If efforts to pass state enabling legislation that would allow Springfield to ask voters to increase the hotel tax from 5.0 percent to up to 7.5 percent are not successful in FY21, efforts will continue in FY22.
- Tourism attractions and businesses in Greene, Christian, and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in 2022 with a focus on the travel industry and CVB marketing efforts.
- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online or through focus groups.
- The CVB will subscribe to the STR Reports from Smith Travel Research and AirDNA reports to assess Springfield's overnight travel performance.
- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.
- The CVB will work with hotel partners to develop and execute a local convention cooperative marketing campaign targeting meeting planners.

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.
- The CVB, Sports Commission, and the Springfield-Greene County Park Board will partner to implement the recommendations of the Huddle Up Group, including the recommendation for a new tournament-grade, multi-purpose, indoor sports facility. A feasibility study will be conducted on converting the Expo Center to a multi-purpose facility with an emphasis on indoor sporting events.
- The CVB will continue to advocate for the development of a convention complex. Possible locations include the lot adjacent to the Expo Center and Jordan Valley Car Park and the Bass Pro complex.
- As an outcome of a June 2021 board retreat, an interim strategic plan for 2022 through 2023 will be developed by the staff and board.
- Staff will work with city staff and the City Council to determine when a change in the definition of what facilities must collect the hotel tax can be brought before voters. Short-term rentals are currently not required to collect and pay the hotel tax.
- The CVB will work in partnership with the board of directors to develop a system for managing advocacy-related issues such as major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.
- The CVB will continue to operate a visitor information center at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be updated to include interactive displays and other improvements. The CVB will also look at other possible locations for additional visitor intercept points, such as Bass Pro Shops.
- The CVB will maintain accreditation through Destinations International’s Accreditation Program. In addition, all staff will be encouraged or required to obtain certification in their field of expertise.
- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and CMS platforms, replacing equipment on a rotating basis, and utilizing industry-specific marketing and administrative software where appropriate.
- Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

Marketing

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that establishes a distinctive and relevant brand personality, articulates a compelling and sustainable value proposition for visitors, and serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

Positioning Statement:

For those who embrace the virtues of a life well-lived, Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom, and homegrown values.

Brand Architecture:

Brand Essence	Brand Values	Brand Promise	Brand Experience	Brand Voice
Life's Simple Pleasures	Genuine	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family, and all of Life's Simple Pleasures.	Pulse of the Ozarks	Honest
	Hardworking		Gateway to the Great Outdoors	Thoughtful
	Traditional		Classic Americana	Casual
	Family-Friendly		Homegrown Innovation	Warm
	Natural			Virtuous



The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo, and color palette.

Public Relations

Objective A:

Generate at least 225 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least \$400,000 and 40,000,000 impressions.

- Maintain an online media center that includes information for local, regional, and national media.
- Organize and expand the photo and video library for use on the website, by journalists, and in collateral materials.
- Maintain a press pass to allow free access and discounts to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least 15 qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Conduct travel writer familiarization tours with organizations such as the Association of Great Lakes Outdoor Writers, North American Travel Writers Association, etc.
- Increase the Missouri Division of Tourism and its advertising/public relations agency's knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff, and participating in division functions.
- Partner with the Branson Convention & Visitors Bureau to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Work with the public relations staff at Bass Pro Shops and Wonders of Wildlife to develop a series of campaigns to generate interest in the facility from media.

- Identify media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor and travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend media trade shows or have a representative attend on our behalf to pitch stories about the complex.

Objective C:

Maintain a local advocacy plan to increase awareness of the CVB and its impact on the community.

- Host the Annual Salute to Travel & Tourism Awards Banquet with travel and tourism as the primary focus of the event. The event will highlight tourism statistics, key events booked/hosted, CVB major projects, etc.
- Produce and edit content for CVB News, a monthly newsletter-style blog distributed to local media, the travel industry, and other interested parties via email.
- Seek opportunities to speak to local media to promote awareness of the CVB and tourism in Springfield.

- Increase efforts to inform the area travel industry, media, and state/local officials and their staff on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Work with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists, and other public relations needs.
- Conduct press conferences when select conventions and sporting events are booked, or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week and Meetings Industry Day.
- Work with local colleges and universities to promote the CVB website, coupons, and Visitors Guide.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues affecting tourism, including the Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Alliance and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY23 budget.
- Arrange a meeting in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate it into legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Day for Tourism with Missouri Travel Alliance and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

Objective E:

Continue efforts to increase city and county government understanding of what the CVB is and does and why it is important.

- Conduct CVB orientations for new city council members, county commissioners, and appropriate city and county leadership.
- Develop a printed leave-behind piece explaining what the CVB does and why it is important.
- Conduct regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.
- Present an annual "State of the Industry" press event to inform the community about key priorities of the travel industry, recent successes, and how they can assist in the future development of tourism resources. This should happen during National Travel & Tourism Week.

Objective F:

Build awareness of the CVB mission and activities and advocate for tourism developments through increased involvement and membership in appropriate organizations and on local boards or committees.

- Continue to advocate for the development of a convention complex and an indoor sports facility.
- Continue participating in discussions regarding the reallocation of the hotel tax previously provided to Wonders of Wildlife.
- Attend meetings with the city, county, Chamber of Commerce, Minorities in Business, and other local organizations to seek partnership opportunities and advocate for tourism-related developments and policies.

Objective G:

Manage major local news stories or local issues that could help or damage CVB efforts to increase overnight travel.

- Work with the board of directors to determine how aggressive the CVB should be in managing major local news stories or local issues and the CVB's position on each issue.
- Where appropriate, encourage the city, chamber, and county public information/public relations offices to assist.
- Measure negative publicity in terms of ad value and adjust paid advertising as needed.
- Review the Crisis Communications plan annually with staff.

Collateral Production/Advertising Sales

The Marketing Department is responsible for the production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:

Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least \$200,000 in revenue. Produce the following collateral pieces:

- 2022 Springfield Guide (approx. 100k quantity) by December 1, 2021. The 2022 guide will continue to be designed as an 8.5" x 11" magazine-style book. The guide will include listing grids, display ads, editorial, and coupons for attractions, restaurants, retail, and lodging facilities. In an effort to be more of an all-encompassing guide to Springfield, content themes will be expanded to include other types of businesses within Springfield that might appeal to local and regional audiences. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses, and convention/event attendees.
- Guide inserts are available for partners to purchase and are included with the mailing of the guide to visitors who inquire.
- The 2022 Ozarks Tap & Pour Craft Beverage Tour promoting the region's breweries, wineries, and distilleries. This program is available online but will include a tagalong printed promotional piece that will be made available in area food and drink establishments and other retail locations. This piece will include the stops on the tour and various advertisers. The tour will still need to be completed digitally using a smartphone to check-in at participating locations.

Objective B:

Generate at least \$100,000 in revenue through the CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links, coupons and sponsored content.
- Obtain advertising commitments for social media and email marketing content.

- Obtain commitments for advertising displays in the Route 66 Springfield Visitor Center and partner attractions such as the Springfield Expo Center, Jordan Valley Ice Park, Ozark Empire Fairgrounds, and other locations as needed.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective C:

Produce promotional materials for the purpose of informing local residents, business owners, and government agencies about what the Springfield CVB is and does for the Springfield community.

Produce the following promotional pieces in-house:

- Produce the “2021 Tourism by the Numbers” (400 quantity) by February 1, 2022. This piece is designed to highlight results from the previous year’s marketing and sales efforts and is produced for distribution at the CVB’s annual banquet in February 2022.
- Produce the 2022 Annual Banquet Invitations (750 quantity) by January 2022.
- Continue to partner with local businesses and agencies to collaborate on marketing efforts to the local and regional community on the resources available at the CVB and how they can be utilized.
- Develop a digital campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city, and other pertinent information.

Objective D:

Conduct an annual internal Brand Audit to ensure brand standards are met across the CVB’s marketing mix.

- Review all print, digital, and broadcast marketing materials to ensure logo usage, color palette, and font treatments are consistent.
- Review marketing content to ensure alignment with the organization’s mission, vision, and standards of diversity and inclusion.
- Update the Brand Style Guide document as appropriate to meet changing demands for new promotional materials.

Regionalism & Partnership

Objective A:

Develop relationships with area and state travel industry peers to explore partnership opportunities.

- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing, and other partnership opportunities and implement as appropriate.
- Attend the Governor’s Conference on Tourism and Missouri Association of Convention & Visitors Bureau’s annual conference and other industry events, as appropriate, to network with and learn from industry peers.

Objective B:

Encourage attraction and destination marketing organization partnerships.

- Work with the Branson CVB and private partners to market the area under the umbrella of the Ozark Mountains.
- Determine initial partners and levels of investment.
- Craft and create a branded campaign for late summer and fall promoting tourism in the Ozark Mountains and featuring partnership members.
- Plan and determine funding for a 2022 campaign in the spring or early summer.
- Identify additional partners if appropriate.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism and others is used in the development of the CVB's marketing strategy.

Objective A:

Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Brand Effectiveness Study for the 2020/21 advertising campaign.
- Utilize traveler intelligence software data to make informed decisions on marketing and media placements.
- Implement a research dashboard on our website to showcase the latest research findings for the CVB's partners to access.
- Utilize travel research libraries available through Destinations International, USTA, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs, and others to supplement CVB research.
- Utilize the Event Impact Calculator from Destinations International to track and determine the estimated economic impact of groups meeting in Springfield.
- Use USTA's Travel and Tourism Economic Impact Calculator to estimate increases or decreases in Springfield's economy because of the addition of significant traffic generators, economic downturns, etc.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce, and other local partners on research projects, as appropriate.

Objective B:

Obtain the Springfield hotel market mix information from a representative sample of Springfield hotels on a monthly basis to help determine the primary reason for visiting Springfield.

- Identify at least a 40% sample of rooms (as representative and consistent as possible) who will track and report market mix statistics.
- Add or subtract participating properties as appropriate.
- Collect and report monthly and year-to-date statistics.

Objective C:

Obtain Springfield hotel performance statistics through subscription to appropriate Smith Travel Research STR Reports.

- Subscribe to appropriate reports showing daily, weekly, monthly, and year-to-date hotel demand, supply occupancy, ADR, RevPAR, and revenue.
- Maintain membership in the Missouri Hotel Lodging Association to obtain comparative statistics from other Missouri destinations.
- Obtain quarterly "pipeline" reports showing prospective new hotels.

Objective D:

Obtain appropriate AirDNA reports and assess the impact of short-term rentals on Springfield's travel industry.

- Subscribe to appropriate reports showing the number of local listings on short-term rental websites.
- Report statistics as appropriate.

Objective E:

Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic, and other website statistics.
- Using information gathered in the Brand Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide the development of new marketing campaigns.

Objective F:

Conduct research in FY22 and every two years thereafter of CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Design the survey instrument and select recipients.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations, and Strategic Plan.

Objective G:

Continue to update and use dashboards to create and distribute real-time reporting for the board, senior staff, stakeholders, and other constituents.

- Update the Simpleview Dashboard as appropriate.
- Update the research dashboard as appropriate.
- Post links to the dashboards in board reports and quarterly reports.

Intercept Marketing

The Route 66 Springfield Visitor Center continues serving visitors to Springfield, many of which are specifically interested in Route 66 travel. In addition, the CVB continues operating the information kiosk at the Springfield-Branson National Airport in the baggage claim area of the terminal and maintains an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations or those traveling Route 66 to encourage incremental travel to Springfield. Volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups, and greeting visitors at the information centers.

Objective A:

Assist and provide Springfield area information to travelers at both CVB information centers.

- Integrate new technology and displays in the Route 66 Visitor Center to enhance visitor awareness and experience.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB part-time workers or volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.

- Hire two additional part-time workers to oversee the Airport Information Center during peak times and for expanded weekend hours at the Route 66 Visitor Center. Utilize volunteers to support paid staff at both centers.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Continue selling souvenirs with CVB and Route 66 branding. Work with partners to feature and sell local products in the Route 66 Visitor Center.

Objective B:

Implement marketing efforts designed to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners, and visitor centers throughout Springfield, southwest Missouri, state visitor centers, and key cities in bordering states.
- Subject to available budget, utilize CTM Brochure Distribution to distribute visitors guides in Kansas City, St. Louis, and Lake of the Ozarks at various hotels and attractions.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation, and the CVB's website, blog, and social media channels. Active participation in social media sites makes Springfield more visible when people search the internet for things to do and places to travel. A redesign to the CVB website that was finalized in February 2021 will enhance the visitor experience and continue to give area businesses and attractions exposure in a more content-driven way.

Objective A:

Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1.2 million visitor sessions and attract visitors to Springfield.

- Continue a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully responsive design for the CVB website, including utilizing the brand standards.
- Continue working with Simpleview to maintain the newly redesigned website for SpringfieldMO.org.
- Stay engaged in emerging website trends and apply them to the site when appropriate.
- Continue to support the Springfield Area Sports Commission website and partner with a third-party vendor to make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date, and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in the Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Adwords.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising responses to the website.

- Continue providing an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Send e-blasts promoting activities and attractions to convention/sports attendees via the Meetingmax email platform.
- Enhance website advertiser listings with photo galleries, interactive maps, and/or video options.
- Continue to discuss and recommend additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on the blog, coupons, itineraries, partner listings, and calendar of events.
- Develop new sections of the site for local advocacy, international visitors, minority-owned businesses, the wedding industry and volunteer recruitment.
- Utilize third-party website developers to assist in the implementation of website projects and ideas throughout the year.

Objective B:

Create an email marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 15%.

- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns.
- Develop remarketing funnels through the CVB's email marketing communication tool, AutoPilot, to maximize the messaging to our own database.
- Distribute events and niche market promotions as appropriate.

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (i.e., articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Promote original content through a cross-platform approach to reach more potential visitors.
- Work with guest bloggers to develop new content for the blog, diversifying our voice and audience.
- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports, and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website, and on YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create a photo/video asset co-op program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.
- Create campaign materials emphasizing meeting options near major attractions or other activities appealing to meeting delegates and attendees.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield, and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 25% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining goals to provide a clear return on investment (ROI).
- Continue developing a solid branding for the CVB industry blog and social channels (formerly Issues & Info, now CVB News) and continue using the platform to share tourism-related issues

important to the community, CVB projects, and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.

- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under a unified brand. Increase following to over 125,000 for Facebook, 17,000 for Twitter, and 30,000 for Instagram. For Pinterest, a goal of 200,000 monthly views has been set.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize TripAdvisor and Expedia, as well as other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events, and tourism-related issues on all social channels.
- Continue utilizing the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield, and inform them about all that Springfield has to offer while they are in the city.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention, and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

With the outbreak of the COVID-19 virus in early 2020, travel will remain a difficult target well into FY21 and FY22. All plans outlined in the following sections are subject to change and adjustment based on federal, state, and local guidelines, along with other consumer data and considerations.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY22, the CVB has plans to apply for the maximum amount for our designated category which is currently set at \$185,000 from the Marketing Matching Grant Program that provides funds for up to 75% of the total cost of the approved project. Each submitted project is graded by evaluators and projects are assigned a pass/fail grade.

If awarded the funds, the CVB plans to conduct a more than \$1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife, and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

The CVB has retained Madden Media as its digital agency of record. Madden Media is responsible for media planning, placement, and strategy for all digital advertising for the CVB.

The CVB will continue putting an increased effort into recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The branding initiative that launched in FY15 will guide the development of future advertising campaigns. “Life’s Simple Pleasures” was identified as the brand essence. During FY21 and moving forward into FY22, the messaging for campaigns will morph from this statement to a message focused on the local culture and spirit of Springfield. This is not a complete departure from “Life’s Simple Pleasures” but more of a graduation to the next phase of the campaign. The campaign slogan will read: “Come see us in Springfield. We’ll show you around.”

Leisure Advertising

Objective A:

Develop and execute a special consumer-focused campaign designed to continue the work started in FY21 to kickstart regional leisure travel as a recovery to the outbreak of COVID-19.

- Work with area hotels to offer booking specials for multi-day visitors.
- Incentivize visitors with offers, specials, reimbursements, and rebates for area attractions, retailers, and restaurants.
- Work with state and local officials to create a set of safety guidelines for the hospitality industry and clearly explain them to potential visitors.
- Coordinate execution of the plan with other marketing efforts described in Group Sales, Objective B.

Objective B:

Generate at least 40,000 tourist inquiries and more than 1.2 million website visitor sessions through consumer market advertising efforts.

- Develop a multi-channel marketing campaign to include traditional and new media that includes print, digital, broadcast, out of home, streaming, etc.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network or other identified avenues based on the CVB’s partnership with the Springfield Cardinals.
- Continue the rapid growth of digital marketing programs with an emphasis on social media content and email marketing.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Incorporate tourism attractions and businesses in Greene, Christian, and Polk counties in CVB marketing efforts and fulfillment materials as required by the Missouri Division of Tourism’s Promote Missouri Fund countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective C:

Develop partnerships to assist with CVB advertising efforts, generating at least \$645,000 from partners.

- Generate \$165,000 in cooperative advertising partnerships with local hotels and attractions.

- Generate \$295,000 in advertising sales and partnerships with local attractions, restaurants, hotels, and retail shops.
- Apply for \$185,000 in the Missouri Division of Tourism Promote Missouri Fund Marketing Matching Grant program.

Objective D:

Investigate the potential for a marketing campaign in partnership with the Springfield-Branson National Airport to reach potential visitors in cities where Springfield has non-stop flights.

- Work with the airport, advertising agency, and other partners, as appropriate, to create an advertising campaign.
- Implement the program and track results.

Objective E:

Consider partnership with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify Springfield points of interest to international visitors.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

Convention/Sports Advertising

Objective A:

Build awareness of Springfield as a convention and sporting event destination by placing at least \$80,000 in advertising.

- Develop a media plan targeting the meeting, convention and sports markets.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting, convention and sports markets, including a mechanism for tracking responses.

Group Sales

Market Segments

The 2021/2022 group room night booking goal is 62,000 room nights (individual market segment goals are listed below). In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year.

State Association Market

This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism, and assisting with legislative activities as directed.

Regional and National Association Market

This market includes all associations that are not Missouri-based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial, and business.

Religious Market

Because of Springfield's central location, affordability, community atmosphere, and close proximity to Branson, this is a niche market for Springfield. The Assemblies of God National Headquarters in Springfield continues providing the community with numerous meetings and overnight travel.

Sports Market

Springfield is a top location for amateur sporting events due to its central location, affordability, and abundance of sporting venues. New and improved sports venues are planned. Beginning in 2020, the convention sales staff began assisting with selling to the sports market.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission (managed by the CVB) and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting an awards event in 2013 to increase the visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2021. In 2020, the CVB sales staff began assisting with Sports Commission membership sales.

Social, Fraternal, Hobby and Avocational Market

This market continues to be strong for Springfield because of the city's location and area attractions. Attendees typically pay for their own expenses to events in this market and often take vacation time to attend.

Group Tour and F.I.T. Market

Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Efforts have increased in this market due to the opening of Wonders of Wildlife and Bass Pro developments.

Government Market

This market includes group business generated by state or federal government. Many state government events occur at Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market

Most corporate meetings are booked directly with local hotels; however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market

Increased emphasis on the education market will be made because of the number of colleges and universities in Springfield.

Conservation, Wildlife, Outdoor and Similar Groups

The CVB has focused on this market for the past several years but will place more emphasis on conservation-related groups because of Wonders of Wildlife, Bass Pro, and future developments.

Group Sales Efforts

Objective A:

Through efforts initiated by the CVB group sales staff, book 35,000 room nights from the meetings and conventions market during FY22.

Action Plans:

- Research and solicit meetings, conventions, and sporting events targeting key market segments.
- Maintain membership in industry-related organizations such as PCMA, ASAE, MSAE, SGMP, and RCMA.
- Attend industry trade shows (depending on budget) as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 23 for a list of trade shows and projects).
- Utilize MINT database subscription services to generate new leads.
- Work with convention hotel partners and key venues to create a solid action plan for a Top-25 Hit List of prospecting accounts and determine action steps needed for each account on what it will take to bring these groups to Springfield. Create a seven-step action list with a completion date.
- Host quarterly Sales Awareness Committee meetings with hotel and venue sales representatives.
- Develop a meeting planners' advisory group to seek input on sales activities conducted by the sales department. Invite local and non-local planners to participate in group discussions.
- Conduct an in-person and a virtual familiarization tour to showcase Springfield.
- Conduct in-person and virtual site visits as needed.
- Refresh meeting planner email templates every six months to showcase what is new in Springfield.
- Update the meetings section of the website as needed.
- Continue to use SendSites electronic bid proposal services.
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and Wonders of Wildlife.
- Work with attractions on hosting complimentary site visits (in-person or virtual) for convention planners and package deals for convention attendees.
- Solicit groups that meet during shoulder period months - November, December, January, and February. Offer additional incentives to these groups.
- Host a meeting planner/industry workshop, networking event, or other activity on Global Meetings Industry Day. Utilize social media to showcase the importance of the meetings and convention sector of the tourism industry.
- Use LinkedIn as a solicitation tool by updating content weekly, posting industry articles, and staying active on the social media platform.

Objective B:

Continue to promote the Zero Attrition & Financial Incentive program through December 31, 2021, to generate bookings during the reopening phases of the COVID-19 pandemic.

- Partner with convention hotels on COVID-19 recovery promotional ideas.
- Work with hotel partners to offer a “No Attrition” promotion.
- Offer additional financial incentives to qualified groups.
- Offer ways to conduct virtual/hybrid meetings and events.
- Offer a “Show Your Badge” program with attraction discounts for conference attendees.
- Work with hotels and venues to ensure meeting planners are comfortable with new COVID-19 mitigation cleaning and sanitation practices and include this information with bid proposals.
- Promote the new digital version of the Meeting Planners’ Guide, postcards, and recovery phase Simpleview templates.
- Conduct a local sales blitz using the Chamber of Commerce, “417 Magazine,” Springfield Business Journal, local universities, and influencers to encourage booking meetings in Springfield.
- With hotel partners, conduct a sales blitz in Jefferson City to promote the program.
- Offer virtual site visits and conduct in-person site visits for qualified convention and event planners.

Objective C:

Through CVB sports sales efforts, book 27,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry-related organizations, such as Sports ETA.
- Attend industry trade shows (based on the budget) as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Utilize the CVB’s SCOUT subscription, a destination and event matchmaking platform, to generate new leads.
- Continue a local organizing committee and procedures for MSHSAA Basketball Championships and other events to ensure the event is a success and future bookings result.
- Continue soliciting emerging sports (i.e., pickleball) and target sports (i.e., archery and rifle).
- Utilize convention sales staff to identify and solicit sporting events.
- Continue providing exceptional service to existing sporting events to ensure rebooking.
- Assist the Sports Commission in developing booking incentives.
- Assist the Sports Commission in developing a comprehensive advertising/cooperative marketing plan.

Objective D:

Monitor the return of group business and work toward the goal of increasing the number of group rooms as a percentage of total rooms compared to non-pandemic years.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Utilize STR’s Destination Report Day Trend Report to help assess group room demand.
- Educate planners on the importance of encouraging delegates to book inside the block; offer financial incentives as appropriate.
- Consider the ROI when offering a group incentive based on time of year, existing booked groups during that time, budget, etc.

- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Utilize the “Meet in Missouri” legislation (if funds become available) to attract out-of-state conventions and work with the Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective E:

Pursue the group tour market to book overnight stops and attraction visits within the city.

- Attend travel-related events (when budget allows) as outlined on the Proposed Trade Show & Sales Projects Schedule (see page 23 for a list of trade shows and projects).
- Consider hosting the Missouri Bank Travel Exchange or another tour-related event, such as TravelSouth, to promote Springfield and increase overnight group tour travel.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Promote virtual site visits.
- Utilize new marketing templates when needed.
- Partner with Branson on group travel events and familiarization tours.
- Update the group section of the new website as needed.
- Identify and retain existing group tours.
- Work with tour operators on new COVID-19 mitigation practices and keep them abreast of related ordinances in Springfield.
- Work with local attractions to encourage group tour travel.

Trade Shows and Special Projects

Event	Location	Date
MU Conference Planning Office-Presentation	Columbia	August 2021
Missouri Society of Association Executives and Sales Blitz	Jefferson City	August 2021
Missouri Event Summit (MSAE, SGMP, MO Travel Council)	Jefferson City	August 2021
Telemarketing Sales Blitz	Springfield	August 2021
Connect Marketplace	Tampa	August 2021
Connect Sports	Tampa	August 2021
Connect Faith	Round Rock	October 2021
Society of Government Meeting Planners Extravaganza	Jefferson City	November 2021
TravelSouth USA International Showcase	New Orleans,	November 2021
Missouri Society of Association Executives Holiday Party	Jefferson City	December 2021
American Bus Association	Grapevine	January 2022
Professional Conference Management Association	Las Vegas	January 2022
Missouri Natural Resources Conference	Lake of the Ozarks	February 2022
TravelSouth Domestic	Virginia Beach	February 2022
Christian Meetings & Conventions Association	TBD	Spring 2022
Missouri Bank Travel	TBD	TBD
Kansas City Chapter of Meeting Planners International	Kansas City	April 2022
Convention Planner Familiarization Tour	Springfield	May 2022
Military Reunion Network	TBD	Summer 2022
SGMP National Education Conference	TBD	May 2022
Client Night at Hammons Field	Springfield	June 2022
Sports Commission Awards	Springfield	June 2022
SportsETA	Fort Worth	Spring 2022

Event Services

The CVB provides support services for groups meeting in Springfield, including pre-convention planning and providing area information, registration assistance, promotional materials, news releases, convention alerts, website access, city dignitary welcomes, name badges, shuttle service, centralized housing, and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions, and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Exceed the expectations of meeting planners by providing exceptional event services tailored to groups working with the CVB.

- Send convention alerts to media, hotels, attractions, and restaurants to notify partners of upcoming large conventions and events so they can adequately staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Assist groups with resources when requesting virtual and hybrid meetings.
- Utilize the CVB's social media channels (i.e., Twitter, LinkedIn, Facebook, etc.) to welcome groups to the city.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link, posting welcome messages on Facebook and other social media pages, and encouraging convention and sports groups to post about the city and events.
- Offer the Springfield promotional video and other promotional tools in advance to groups that will meet in Springfield.
- Continue utilizing the online meeting planning toolkit and update and add resources as they become available, such as green initiatives, corporate social responsibility, and a speakers' bureau.
- Promote attractions and restaurants through the Bandwango - Show Your Badge program to convention and event attendees.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention/event months.
- Offer a local professional speakers' bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions, and other businesses.
- When appropriate, attend events booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in the Event Services Professional Association.

Objective B:

Provide housing bureau services to qualified groups.

- Utilize Meetingmax for all housing groups, providing training to CVB staff and meeting planners as needed.
- Host informational meetings about Meetingmax for front desk employees, reservation managers, and sales managers for upcoming groups as needed.
- Utilize Meetingmax pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will utilize a new survey through Survey Monkey to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize Survey Monkey to create and distribute surveys to all meeting planners one day following the conclusion of the event.
- Review surveys annually and adjust to increase the response rate.
- Track responses and report results to appropriate facilities.

Training

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by professional organizations in their specific area of responsibility. All department heads have received or are currently pursuing the Certified Destination Management Executive designation through Destinations International.

Objective A:

Continue increasing staff and volunteer knowledge by making available learning opportunities.

- Identify software training needs for staff members and utilize classes offered at area colleges and universities, the Springfield-Greene County Library District and online courses through LinkedIn Learning.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 75% of the staff is CPR certified and trained on the AED use.
- Participate in appropriate group webinars offered by Destinations International, Simpleview, Missouri Division of Tourism, and other industry organizations.
- Provide sales training for the group sales staff, partner development manager, and marketing sales coordinator.
- Continue training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and utilizing other diversity experts.
 - Meet with community leaders to improve efforts to highlight the diverse communities of the Ozarks.
 - Assist MSU's Office of Diversity and Inclusion, Chamber of Commerce, and the city in developing diversity and inclusion training for management and frontline staff in the hospitality and retail industries.
- Conduct a CVB orientation for new staff, board, City Council, County Commission, and key city and county staff.
- Send staff to appropriate training conferences and sessions throughout the year.
 - Send four staff members to the Governor's Conference on Tourism.
 - Send two people to the Destinations International annual convention.
 - Send four staff members to the Missouri Association of Convention & Visitor Bureaus Annual Educational Conference.
 - Send one person to the Simpleview Users Conference.
 - Send one person through Leadership Springfield.
 - Send one person to the Destinations International Convention Sales Summit.
 - Staff will enroll in various educational sessions while at conventions and trade shows.
- Staff is encouraged to obtain or maintain industry certifications.
 - The president/CEO and sales director will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destinations International.
 - The marketing director and the director of finance and administration will begin classes to obtain Certified Destination Management Executive status from Destinations International.
 - Sales Managers will continue coursework to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification, Certified

Travel Industry Specialist, and Convention Industry Council Certified Meeting Planner designation.

- The Sports Sales Manager will maintain the Sports ETA Certified Sports Event Executive Certification.
- Determine and address training needs for other staff members as needed.

Objective B:

Identify and provide appropriate management and skills training for management.

- Determine training needs and address them as appropriate (Excel training, Simpleview, etc.)
- Identify and provide personnel management and human resources training for all management through People Centric Consulting Group as needed.
- Provide appropriate required reading (books, articles, etc.) for personnel management.
- All department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and, after approval by the president, utilize them as mentors.

Objective C:

Develop a training program specifically for part-time employees to ensure they have the necessary information and resources to be effective in their positions.

- Part-time employees will visit with each staff member to gain a better understanding of what each person does for the CVB and how to direct phone inquiries.
- Maintain manuals for the information center desks with a staff directory, phone instructions, standard operating procedures, and other relevant information.
- Conduct refresher training for employees as needed.
- Part-time Airport Center staff will cross-train at the Route 66 Visitor Center.

Objective D:

Increase staff and partner knowledge and use of the Simpleview CRM.

- Work closely with the account team at Simpleview to ensure staff and partners are using the capabilities of the system to the fullest and most efficient extent.
- Utilize the Connect SGF extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update the online calendar of events, sign up for advertising and sponsorship packages, and RSVP for CVB events.
- Conduct bi-annual member/partner training sessions to ensure partners are fully utilizing the Connect SGF extranet.
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.

Objective E:

Secure and train an adequate number of volunteers to assist at information centers, convention, and event hospitality booths and with other tasks as necessary.

- Assess volunteer needs at information centers and align schedules with flight arrivals and as needed.
- Secure an appropriate pool of qualified and capable volunteers through sources such as referrals and local volunteer sites.
- Provide appropriate training for volunteers.
- Obtain coordinated and appropriate logo-branded clothing for volunteers to wear while on duty.
- Keep volunteers updated on CVB activities via a monthly volunteer newsletter.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. We will encourage them to utilize CVB resources such as the visitor centers, social media, market research and CVB News. A video-based training program will be developed for CVB advertisers, encouraging them to take advantage of member benefits and better promote their business to travelers through CVB marketing efforts.

Objective A:

Develop a plan for educating CVB partners about the benefits of membership.

- Send a welcome email to new partners to introduce the CVB staff, explain partner benefits, and the directions for logging in to Connect SGF (extranet).
- Conduct regular Connect SGF training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective B:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Use CVB partners and vendors as guest speakers for industry training sessions.
- Use Connect SGF to share educational articles and other training resources with partners.

Administrative

Objective A:

Maintain accreditation through Destinations International by submitting the required annual reports in December 2021.

- Update processes to comply with other standards as required by the Destinations International Accreditation Program.
- Update the Standard Operating Procedures Manual for key functions of each CVB position as necessary.

Objective B:

Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2021 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, and Event Impact Calculator.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve officewide efficiency.
- Determine appropriate enhancements and improvements to incorporate into the CRM.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue upgrading the CRM as appropriate and attend the 2022 Simpleview Conference.

Objective C:

Work with the city and appropriate private developers to advance the possibilities of a convention center and tournament-grade sports facilities in Springfield.

- If not secured in FY21, continue efforts to obtain enabling state legislation to increase the hotel tax up to 7.5 percent with the proceeds of any increase used for “capital improvements that can be demonstrated to increase overnight travel.”
- Investigate and identify incentives that may be offered to developers interested in a public/private partnership.
- Determine the public cost associated with the project(s).
- Identify public funding sources that could be used for the public portion of both projects.
- Consider the development of a Tourism Business Improvement District (TBID) is one alternative.
- Obtain support for both projects from the Springfield Hotel Lodging Association.
- Determine if Atrium Hotels will continue management of the Expo Center in its current configuration or as an indoor sports facility.
 - If so, revise the contract as appropriate.
 - If not, determine future management.
- Identify competing cities with convention centers and indoor sports complexes and consider hosting appropriate Springfield community leaders for on-site visits to those cities.

Objective D:

The CVB and Sports Commission will work with the city, county, Springfield-Greene County Park Board and other organizations to implement recommendations contained in the Huddle Up Group report on long-term goals for sports facility construction, sports marketing, sporting events development and funding for the Sports Commission.

- Assign Sports Commission committees to address operational issues addressed in the report, such as bylaws, membership, staffing, and funding.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board and other appropriate entities to identify needed sporting venues identified in the report.
- The CVB and Sports Commission will fund a feasibility study on converting the Expo Center into a multi-purpose facility designed to accommodate amateur sporting events in addition to serving as exhibit space for meetings and conventions.
- Once identified, the CVB and the Sports Commission will work with the city, county, and others to determine how to finance the improvement of existing facilities and the development of new facilities.
- Investigate whether American Rescue Plan Act Coronavirus Fiscal Recovery Funds or Economic Development Administration Grants can be used for sports facilities to aid in the recovery of the travel industry.
- If possible, include funding for the Sports Commission in the financing mechanism.

Objective E:

Advance the need for a convention center and/or tournament-grade indoor sports facility through participation in the city's long-range planning process (Forward SGF).

- Encourage board members to be involved in the process.
- Actively participate in appropriate focus groups.
- Ensure the development of a convention center and/or tournament-grade indoor sports facility is included in recommendations.

Objective F:

Develop an interim 2022-2023 Strategic Plan.

- Work with the facilitator of the 2021 Board Retreat to update the 2020-2021 Strategic Plan based on current issues addressed in the retreat.
- Distribute the Strategic Plan to stakeholders and as appropriate.

Objective G:

Work with city staff to identify a referendum date to ask voters to change the definition of who must collect the hotel tax in order to require short-term rentals in Springfield to collect and pay the existing hotel tax.

- Monitor and attempt to influence, as necessary, state legislation legalizing and/or regulating short-term rentals.
- Obtain the support of the Springfield Hotel Lodging Association and encourage City Council to ask Springfield voters to change the definition of who must collect and pay the existing hotel tax to include short-term rentals.

Objective H:

Repurpose Destination Springfield to accept tax-deductible contributions for the CVB and/or the Sports Commission.

- Work with a CPA firm to establish the proper protocol for reporting tax-deductible contributions.
- Work with a CPA to determine whether cooperative advertising and other revenue could be considered tax-deductible by using Destination Springfield.

Objective I:

With board approval, investigate financial assistance through the American Rescue Plan Act and other current and future grant opportunities to fund major promotional or capital campaigns.

- Determine CVB eligibility for the different programs in the American Rescue Plan Act.
- Monitor city, county, and state grant opportunities offered as a result of American Rescue Plan Act funding.
- Research other current and future grant opportunities and apply as appropriate.

Future Marketing Efforts

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2021/2022 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for convention and sports facilities and continue to work with Forward SGF, the city and other organizations to identify needed convention and sports facilities.
- If not passed in FY21, enabling state legislation will be passed to allow the hotel tax in Springfield to be increased from 5 percent to up to 7.5 percent.
- Enabling state legislation will be passed to allow Tourism Business Improvement Districts (TBID) as a tool for tourism marketing and capital improvement projects.
- The city's definition of who must collect the lodging tax will be revised to include short-term rentals.
- Host the Midwest Travel Journalists Association Conference.

Collateral Production/Advertising Sales

- Continue seeking advertising partnerships and innovative revenue streams to increase private funding and supplement the public hotel/motel tax funding.
- Explore the production, promotion, and distribution of additional publications, including a dining guide, a coffee guide, an online calendar of events and others.

Market Research

- The use of focus groups and other market research will be conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Opportunities for real-time data collection will be pursued to ensure marketing strategies are developed based on research and data.
- Additional surveys, such as creative focus groups, a PR effectiveness study, social media influence, and convention/sports satisfaction surveys, will be considered in annual CVB research plans.

Advertising

- Advertising partnerships will be expanded to include secondary and regional attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital, and Miscellaneous Marketing

- Develop and produce branded video content for digital distribution (YouTube, podcast, etc.) and create third-party agreements for syndication (local media, SGF CityView, Mediacom, etc.).
- Utilize virtual reality or other emerging technology to communicate to media, tour operators, meeting planners, and leisure visitors about new attractions and facilities in Springfield.
- Remodel the downtown information center and install digital displays to promote area attractions and events.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the “The News-Leader,” “417 Magazine” and others to promote local deals and attractions.
- Expand international marketing through opportunities offered by Brand USA.
- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities, and other local organizations with interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a live staff person utilizing Webcams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps, and other printed materials when the center is closed. The kiosk will include space to promote downtown events.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.
- Investigate digital and social attribution platforms to assess the impact of these marketing efforts on overnight travel and visitor spending.
- Investigate opportunities to market to niche and more diverse groups, including LGBT, African-American, Hispanic, and other groups for leisure and group sales.

Group Sales

- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and conducted annually.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- Conduct sales blitzes in designated cities with a targeted client list, including cities where the CVB is advertising.
- Host an industry trade show or marketplaces such as Connect Missouri, TravelSouth, or SPORTS.
- Attend additional trade shows such as IMEX, ASAE and others not currently in the budget.
- Investigate eSports as a potential market segment.
- Assist the Sports Commission with networking events to generate and maintain Sports Commission memberships.
- Encourage sales managers to serve on boards for industry trade associations such as PCMA and RCMA.

Event Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- Implement a new version of the "Discover SGF" hospitality training course, which is outlined in previous years' marketing plans. This program will be designed for partners, staff, volunteers, and frontline industry workers.
- Diversity training will continue.
- Training will focus on rapidly changing technology and its impact on marketing.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative

- The CVB will maintain accreditation through Destinations International's Destination Marketing Accreditation Program.
- The CVB will continue to upgrade and maintain equipment, hardware, and software to the most current versions and standards by following a technology plan.

Springfield Convention and Visitors Bureau 2021/2022 Budget - Proposed Revenue

<u>Account Description</u>	<u>Account</u>	<u>2020/21 Revised Budget</u>	<u>2021/22 Original Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
ROOM TAXES					
Room Tax Revenue	401540	\$2,000,500	\$2,431,000	\$430,500	21.5%
INTEREST					
Interest Earnings	410010	\$(5,750)	\$12,500	\$18,250	-317.4%
ADVERTISING REVENUES					
Visitors Guide Advertising	413010.01	\$123,400	\$170,000	\$46,600	37.8%
Route 66 Brochure/Map	413010.02	6,000	0	-6,000	-100.0%
Coupons	413010.03	6,300	10,000	3,700	58.7%
Expo/Rt. 66 Displays	413010.04	10,600	12,400	1,800	17.0%
Poly Tote Bags	413010.05	0	0	0	N/A
Digital Advertising	413010.06	57,600	70,000	12,400	21.5%
Brochure Insertions	413010.07	9,000	15,000	6,000	66.7%
Airport Advertising	413010.08	0	0	0	N/A
Event Guide	413010.09	4,300	0	-4,300	-100.0%
Mall Advertising	413010.10	0	0	0	N/A
Tap and Pour Guide	413010.11	17,500	18,000	500	2.9%
TOTAL ADVERTISING REV		\$234,700	\$295,400	\$60,700	25.9%
CO-OP ADVERTISING REV					
Coop Partnerships	416020.01	\$160,000	\$160,000	\$0	0.0%
MDT Coop Program (Leisure)	416020.02	113,000	471,000	358,000	316.8%
MDT Coop Program (Convention)	416020.03	0	0	0	N/A
MDT Coop Program (Sports)	416020.04	0	0	0	N/A
Local Convention Co-op	416020.05	0	15,000	15,000	N/A
Miscellaneous Partnerships	416020.06	0	0	0	N/A
Coronavirus Relief Funding	416020.07	\$1,614,650	238,000	-1,376,650	-85.3%
TOTAL CO-OP REV		\$1,887,650	\$884,000	-\$1,003,650	-53.2%
PARTNERSHIP REVENUE					
Marketing Partnerships	414110	\$0	\$0	\$0	N/A
MISCELLANEOUS REV					
Sports Commission Management Fees	414100.01	\$18,000	\$18,000	\$0	0.0%
Souvenir Sales	414100.02	2,400	8,800	6,400	266.7%
Other	414100.03	640,100	200	-639,900	-100.0%
Holding Account	414100.04	0	0	0	N/A
Hotel Shuttle & Facility Rental Rebates	414100.05	0	6,000	6,000	N/A
Hotel Trade Show Participation	414100.06	0	3,500	3,500	N/A
Annual Banquet Sales	414100.07	6,500	15,000	8,500	130.8%
Gold Wing Event Hosting	414100.08	10,000	14,400	4,400	44.0%
Chamber Partnership	414100.09	0	2,500	2,500	N/A
TOTAL MISC REV		\$677,000	\$68,400	-\$608,600	-89.9%
TOTAL REVENUE		\$4,794,100	\$3,691,300	-\$1,102,800	-23.0%
Transfer To/From Fund Balance		\$0	\$900,000	900,000	N/A
GRAND TOTAL REVENUE		\$4,794,100	\$4,591,300	-\$202,800	-4.2%

Springfield Convention and Visitors Bureau

2021/22 Budget - Proposed Expenses

<u>Account Description</u>	<u>Account</u>	<u>2020/21 Revised Budget</u>	<u>2021/22 Proposed Budget</u>	<u>Variance - \$</u>	<u>Variance - %</u>
PAYROLL					
Salaries and Wages	500110	\$953,150	\$1,043,300	\$90,150	9.5%
Temporary & Part Time Wages	500130	6,500	17,000	\$10,500	161.5%
Retirement Contributions	500210	94,200	111,050	\$16,850	17.9%
FICA	500250	(14,500)	78,350	\$92,850	640.3%
Health Insurance	500260.01	178,950	187,350	\$8,400	4.7%
Unemployment Insurance	500260.02	2,050	2,000	-\$50	-2.5%
Workers Comp	500280	3,150	3,650	\$500	15.9%
TOTAL PAYROLL		\$1,223,500	\$1,442,700	\$219,200	17.9%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$17,550	\$5,700	-\$11,850	-67.5%
Automobiles	502040	7,350	7,400	\$50	0.7%
Building Rental	505820.01	106,700	118,200	\$11,500	10.8%
Utilities	505820.02	9,300	10,250	\$950	10.2%
Bldg. Supplies/Repair	505820.03	4,200	5,400	\$1,200	28.6%
Office Cleaning	505820.04	9,750	10,600	\$850	8.7%
Credit Card Fees	502070	4,800	4,800	\$0	0.0%
Data Processing	502140	1,200	2,150	\$950	79.2%
Dues and Subscriptions	502290	35,350	36,550	\$1,200	3.4%
Equipment Repair	502750	17,850	27,150	\$9,300	52.1%
Insurance Premiums	502230	10,150	10,600	\$450	4.4%
Minor Office Furn/Supplies	501190	750	1,750	\$1,000	133.3%
Misc. A & G	501260	15,300	23,900	\$8,600	56.2%
Office Supplies	501240	5,850	7,800	\$1,950	33.3%
Other Professional Services	504580	1,500	3,000	\$1,500	100.0%
Postage and Freight	502220	6,000	7,700	\$1,700	28.3%
Printing and Binding	502380	500	600	\$100	20.0%
Telephone	505550	11,850	12,200	\$350	3.0%
Training Expense	504590	16,100	25,300	\$9,200	57.1%
TOTAL ADMINISTRATIVE		\$282,050	\$321,050	\$39,000	13.8%
MARKETING					
ADVERTISING					
Ad Production	505010	\$373,450	\$158,000	-\$215,450	-57.7%
Billboards	505020	210,650	100,000	-\$110,650	-52.5%
Brochures and Printed Material	505030	72,650	100,300	\$27,650	38.1%
Direct Mail	505050	48,850	53,200	\$4,350	8.9%
Digital Advertising	505060.01	554,500	487,000	-\$67,500	-12.2%
Other Advertising	505060.02	561,800	603,000	\$41,200	7.3%
Print Advertising	505070	269,550	191,600	-\$77,950	-28.9%
Radio & TV Advertising	505080	686,850	501,400	-\$185,450	-27.0%
TOTAL ADVERTISING		\$2,778,300	\$2,194,500	-\$583,800	-21.0%

TRAVEL						
Travel Expenses	505690	\$8,150	\$35,150	\$27,000	331.3%	
OTHER MARKETING						
Market Research	502470	\$73,000	\$37,600	-\$35,400	-48.5%	
Group Incentives	502120	61,150	67,500	\$6,350	10.4%	
Gold Wing	502120.01	20,000	50,000	\$30,000	150.0%	
Entertainment	502200	3,800	7,150	\$3,350	88.2%	
Exhibition Fees	504640	13,000	31,250	\$18,250	140.4%	
FAM Tour Expense	504650	12,500	22,700	\$10,200	81.6%	
Misc. Marketing Expense	502280.01	13,950	16,800	\$2,850	20.4%	
Misc. Convention Marketing	502280.02	20,350	26,750	\$6,400	31.4%	
Digital Marketing	502280.03	99,600	96,200	-\$3,400	-3.4%	
Airport/Expo Concession Fees	502280.04	4,500	6,000	\$1,500	33.3%	
Photo Processing	502360	0	0	\$0	N/A	
Public Relations	502400.01	10,400	16,250	\$5,850	56.3%	
Event Public Relations	502400.02	5,450	7,050	\$1,600	29.4%	
Annual Banquet Expenses	502400.03	5,850	17,500	\$11,650	199.1%	
Specialty Items	504620	10,200	22,400	\$12,200	119.6%	
Receptions	504660	950	1,800	\$850	89.5%	
TOTAL OTHER MARKETING		\$354,700	\$426,950	\$72,250	20.4%	
TOTAL MARKETING		\$3,141,150	\$2,656,600	-\$484,550	-15.4%	
CONVENTION SERVICES						
Misc. Convention Services	504540.01	\$1,800	\$4,000	\$2,200	122.2%	
Convention Housing Expenses	504540.02	6,000	6,500	\$500	8.3%	
Shuttle Service	504610	2,000	3,200	\$1,200	60.0%	
TOTAL CONVENTION SERVICES		\$9,800	\$13,700	\$3,900	39.8%	
CONTINGENCY						
Contingency	502780	\$98,700	\$120,000	\$21,300	21.6%	
CAPITAL EXPENSES						
Office Furniture and Equipment	508110.01	\$0	\$0	\$0	N/A	
Bldg. Improvement Expenses	508110.02	11,950	4,000	-\$7,950	-66.5%	
Computer Hardware	501220	6,950	20,150	\$13,200	189.9%	
Computer Software	501230	11,900	11,900	\$0	0.0%	
Other Equipment	508170	8,100	1,200	-\$6,900	-85.2%	
Destination Springfield	508220	0	0	\$0	N/A	
TOTAL CAPITAL EXPENSES		\$38,900	\$37,250	-\$1,650	-4.2%	
TOTAL BUREAU EXPENSES		\$4,794,100	\$4,591,300	-\$202,800	-4.2%	

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 06-08-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-147

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an
2 Intergovernmental Agreement with the Board of Governors of
3 Missouri State University for the purpose of continuing to provide
4 enhanced law enforcement services within and around the Missouri
5 State University campus.
6 _____
7

8 WHEREAS, the need exists to staff a police substation on the campus of
9 Missouri State University ("MSU") on a continuous basis to promote public safety,
10 prevent crime and enhance the quality of life in and around the expanding MSU
11 campus; and
12

13 WHEREAS, the City of Springfield ("City") and MSU have worked together for
14 over 25 years in a partnership to meet that need by locating a substation of the
15 Springfield Police Department ("SPD") on MSU campus; and
16

17 WHEREAS, the City and MSU wish to continue working together to provide a
18 safe community in and around the MSU campus by renewing the Intergovernmental
19 Agreement Regarding Law Enforcement Services ("IGA") for a police substation on the
20 MSU campus; and
21

22 WHEREAS, this IGA outlines the terms for the continued operation of the SPD
23 substation on the MSU campus.
24

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

28 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
29 an Intergovernmental Agreement with the Board of Governors of Missouri State
30 University to continue providing enhanced law enforcement services, said agreement to
31 be substantially in the form and content as that document attached hereto and
32 incorporated herein by reference as "Exhibit 1."
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46 Approved as to form: , Assistant City Attorney

47
48
49 Approved for Council action: , City Manager
50

EXPLANATION TO COUNCIL BILL 2021- 147

FILED: 06-08-21

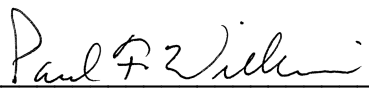
ORIGINATING DEPARTMENT: Police

PURPOSE: To authorize the City Manager or his designee, to enter into an agreement with the Board of Governors of Missouri State University for the purpose of continuing to provide enhanced law enforcement services within and around the Missouri State University campus.

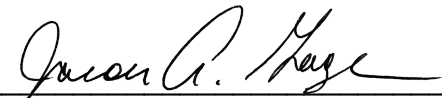
BACKGROUND INFORMATION: For over 25 years the City of Springfield ("City") has partnered with Missouri State University ("MSU") to staff a Springfield Police Department ("SPD") substation on MSU campus to promote public safety, prevent crime and to foster the coordination of services to enhance quality of life in and around the expanding MSU campus. This agreement is an annual renewal of that partnership, designed to meet the evolving needs of the SPD Substation located at MSU and the area it serves.

REMARKS: Beginning this year, MSU will supply e-Bikes that meet SPD specifications for use by officers at the MSU Substation. In the past MSU has paid for the use of City owned bicycles and e-Bikes by substation officers.

Submitted by:



Paul Williams, Chief of Police



Jason Gage, City Manager

Exhibit 1

ROUTING	(1) ORIGINATING DEPARTMENT	(2) MISSOURI STATE UNIVERSITY	(3) FINANCE DEPARTMENT
ORDER	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE JULY 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
() NEW CONTRACT		(X) RENEWAL OF CONTRACT NO. _____	
CITY		BOARD OF GOVERNORS OF MISSOURI STATE UNIVERSITY	
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65802 PHONE (417) 836-7612 FAX (417) 836-4663 ATTN: SGT. JOSHUA LUDWIG DEPT: MISSOURI STATE UNIV. POLICE SUBSTATION		BOARD OF GOVERNORS MISSOURI STATE UNIVERSITY 901 SOUTH NATIONAL SPRINGFIELD, MO 65897 PHONE (417) 836-4590 FAX (417) 836-7669 ATTN: VICE PRESIDENT- FINANCE	

INTERGOVERNMENTAL AGREEMENT REGARDING LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2021, by the parties identified above.

WHEREAS, the City of Springfield, Missouri ("City"), a municipal corporation organized and operating under the Constitution and Laws of the State of Missouri and the Springfield City Charter, and the Board of Governors ("Board") of Missouri State University, a university organized and operating under the Constitution and Laws of the State of Missouri, are mutually desirous of revising, renewing, and extending the period of the preexisting intergovernmental agreement for providing police services within and around the immediate campus area of Missouri State University ("MSU"); and

WHEREAS, the City and the Board are resolved that an agreement providing for enhanced law enforcement services within and around the campus of Missouri State University will be of mutual benefit to the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREIN STATED, THE CITY AND THE BOARD HEREBY ENTER INTO THE FOLLOWING AGREEMENT REGARDING LAW ENFORCEMENT SERVICES TO BE PROVIDED WITHIN AND AROUND THE CAMPUS OF MISSOURI STATE UNIVERSITY:

A. STAFFING OF THE POLICE SUBSTATION

1. The Board agrees to provide, at its expense, a facility deemed suitable by the City for a police substation, to be located on the MSU campus as defined in Section B.1. of this agreement.

2. The City agrees to staff the police substation located on the MSU campus as promised herein. The Springfield Police Department expressly reserves and retains the right to direct and supervise all police personnel assigned to the police substation at all times this agreement is in effect. If requested, the Board agrees to provide approximately 2 hours per week of clerical assistance for the substation operation. The City will provide personnel and equipment for the purpose of staffing the police substation in accordance with the following schedule:

a. The City agrees to staff the MSU substation with ten (10) full-time police officers. The minimum staffing of the MSU substation shall not fall below eight (8) full-time police officers, unless officers are reassigned pursuant to Section B, Paragraph 5 below. Those ten (10) police officers shall consist of: eight (8) police officers, one (1) police sergeant, and one (1) police corporal. In the event that the staffing is reduced to eight (8) full-time police officers, the officers shall consist of: seven (7) police officers, one (1) police sergeant or acting sergeant. The City agrees to provide 24-hour, 7-days per week police services on the campus. This will be accomplished through the assigned staff and the use of overtime. At the request of MSU, one (1) additional police officer may be added to bring the MSU substation to eleven (11) full-time police officers to reduce the overtime cost, provided sufficient notice is given to the Springfield Police Department to allow for the inclusion of the additional position into the recruit academy.

b. The division of costs for the ten (10) police officers provided to MSU under the terms of this agreement shall be that MSU fund 80% and the City fund 20% of the combined total of the salaries of the ten full-time officers assigned to the substation. The term "salaries" as used in this paragraph shall include: the officers' base salary and benefits. Should the parties agree in writing to increase the staffing of the substation to more than ten (10) officers, MSU shall be responsible for the entire salary of any additional officer assigned to the substation. If the staffing shall fall below ten (10) police officers pursuant to Section B, Paragraph 5 below for a period in excess of fourteen (14) days, MSU shall only be responsible for 80% of the total salaries of the remaining officers. (See Exhibit B attached hereto and incorporated herein by reference.)

c. Officers of the MSU substation who participate in special safety and enforcement projects agreed to between MSU safety and security staff and the Police MSU Substation Supervisor within and around the campus of MSU will be compensated at the guaranteed rate of time and one-half (money or compensatory time) for the actual time during which the officer is engaged in the performance of the special project. The cost of such compensation shall be reimbursed by the Board. Assignment of officers to such MSU special safety or enforcement projects is at the discretion of the Police MSU Substation Supervisor.

d. FISCAL YEARS SUBSEQUENT TO FY 13-14

(1) The parties may reassess the staffing needs for the police substation on an annual basis, or more frequently if either party deems it necessary to do so.

(2) The parties agree that the staffing levels designated in paragraph A.2.a will be continued for so long as this agreement is in effect, provided the staffing levels are not adjusted or revised in accordance with the terms and conditions of this agreement.

e. The City agrees to require all officers working on the MSU campus to attend MSU's Campus Security Authority training in compliance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act (Clery Act). In addition, the City agrees to notify MSU of incidents being investigated by the SPD that pose an imminent or impending threat to the campus. The notification will be made in a timely manner that allows MSU to notify the campus community to take protective actions as required in the Clery Act.

3. The City agrees to designate one (1) substation officer to participate in the University's Behavioral Intervention Team (BIT) meeting, occurring weekly on Wednesdays at 10:00 a.m. in room 415 of Plaster Student Union, and as may be otherwise modified from time to time. Such dedicated officer shall liaison with the University's BIT at no additional cost to the University and consistent to the University's obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 et seq. ("FERPA").

B. LAW ENFORCEMENT SERVICES TO BE PROVIDED BY THE CITY

1. The parties agree and understand that the primary purpose of the police substation is to bring the police and the campus community together in a unified effort to: (1) enhance public safety, (2) prevent crime, and (3) to make this, as a neighborhood, a better place to live. The parties therefore commit to exercise their best efforts to cooperate and communicate regarding matters of obvious concern. Recognizing the University may have helpful information, both parties are committed to open communication and, as appropriate, exchange of information. Nothing in this paragraph should be construed to require the divulgence of confidential or privileged information. The objective will be to create positive interaction and to establish a partnership between police and the campus community as defined in this section in the process of problem identification and problem resolution. MSU authorizes City of Springfield to enforce City of Springfield ordinances as well as state law on the campus.

a. The MSU campus is identified and delineated in the map, Exhibit A, and incorporated herein by reference. The MSU campus is generally described as two adjoining sections with the first area bounded by one block east of National Avenue on the east; Loren Street on the south; Kimbrough Avenue to the west; and St. Louis Street on the north; with the second area bounded by Benton Avenue/Kimbrough Avenue on the east; Walnut Street on the south; Main Avenue on the west and Tampa Street on the north. In addition, it is agreed that SPD officers assigned to the MSU Police Substation will routinely patrol and provide police services to all other satellite facilities owned or leased by MSU within the corporate city limits of the city of Springfield.

b. In addition to the defined area just described, the term "in and around the MSU campus area" shall include the

perimeter streets, and shall also include all recognized Greek fraternity and sorority houses, without regard to their location, whether inside or outside the defined area.

2. Springfield police officers assigned to the police substation will work flexible shifts in accordance with the calls for service and crime-problem identification demands, based upon a 40 hour work week for each officer assigned.

3. The Springfield Police Department will assign an extra officer to the substation when requested, on designated Friday and Saturday nights, such as at the beginning and end of the school year, as determined by the substation supervisor.

4. Springfield police officers assigned to the police substation will provide a visible police presence to the MSU campus area.

5. The Springfield Police Department will investigate all accidents involving MSU and Bearline vehicles within the City of Springfield or on MSU property when requested.

6. The parties expressly agree and stipulate that, notwithstanding any other provision of this agreement to the contrary, the Springfield Police Department reserves and retains the right to temporarily reassign police officers assigned to the police substation to other duties in the following situations:

a. Emergency situations. In cases of emergency, or extraordinary needs for service in other locations the Springfield Police Department reserves and retains the right to utilize those officers assigned to the MSU substation as needed, for the duration of the emergency, including below the minimum staffing noted in Section A.2.A, if needed.

b. Temporary reassignment. Temporary reassignment shall mean reassignment of any of the ten (10) police officer positions to another location other than the MSU substation on a full-time basis. In the event of reassignment, the City expressly agrees to restore the staffing of the police substation to the levels set out in Section A of this agreement as soon as possible in light of existing circumstances. Any temporary reassignment will adhere to the minimum staffing levels agreed to in Section A.2.A.

7. The parties agree and understand that police officers assigned to the police substation will on occasion be absent from their duties as a result of illness, vacation leave, personal leave, funeral leave, compensatory time, training time, court appearances, military leave, and other similar causes of absence. In such cases the existing workload will be assumed by other members of the police substation staff. In the event an absence of any officer assigned to the police substation exceeds fourteen (14) days, the City will review the staffing needs of the police substation and will assign such additional personnel as may be necessary to the effective functioning of the unit depending upon availability of personnel.

8. The parties agree and understand that assignment to the MSU Substation will not penalize assigned employees and will not in any way threaten employment rights, promotional opportunities, training opportunities, or fringe benefits.

9. The Chief of the Springfield Police Department and the MSU President, or their designees, shall be responsible for developing all necessary procedures for the coordination of services between the two agencies.

10. The substation will maintain records which are available to the President (or his designee) to include but not limited to:

- a. Substation payroll records.
- b. Time sheet and detailed billing information sufficient for invoice reconciliation.
- c. Work schedule of substation officers.
- d. Calls For Service data within the designated substation area as defined by this contract.
- e. Appropriate crime statistic information sufficient for Federal Clery reporting.
- f. Provide information consistent with legal restrictions from police reports.
- g. Equipment purchase orders.
- h. Data by city service center.

C. RESPONSIBILITIES OF THE BOARD OF GOVERNORS

1. The Board agrees to provide and maintain a facility mutually deemed suitable by the City and the Board for a police substation, to be located in the MSU campus area as defined in Section B.1. of this agreement. The Board agrees to bear sole responsibility for the cost of operating and maintaining such facility for so long as this agreement is in effect.
2. The Board agrees to pay for services provided by the City in a total amount not to exceed Eight Hundred Seventy-Nine Thousand, Five Hundred Forty- Four Dollars and Eighty-Eight Cents (\$879,544.88) based on the cost projections set forth in Exhibit B and C attached hereto and incorporated herein by reference.
3. The Board agrees to pay the cost of the overtime, uniform allowance, equipment depreciation, transportation, software and training costs of all full-time officers assigned to the substation based on the cost projections set forth in the attached Exhibits B and C, attached hereto and incorporated herein by reference.
4. The City will bill the Board on a monthly basis for law enforcement services provided pursuant to this agreement. The Board shall remit to the city, money owed to the City under the terms of this agreement, on or before thirty (30) days after the date of the invoice, unless there is a dispute regarding the amount of the invoice in which case the parties agree to meet and discuss in good faith the invoice amount.
5. The Board agrees to provide an e-bicycle for each substation officer. The e-bicycle will meet the Springfield Police Department's specifications and will be replaced on a three-year cycle.

D. OTHER TERMS AND CONDITIONS

1. Conflicts. No salaried officer or employee of the City, and no member of the City Council or the Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void.
2. Liability. The City hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions, including but not limited to all actions of its police officers undertaken on the MSU campus. The Board hereby agrees to assume responsibility for the liabilities imposed by law on its employees, agencies, and institutions. Nothing herein shall be construed to waive any sovereign, official or governmental immunity applicable to either party, its board or council members, officers or employees.
3. Notices. All notices required or permitted herein under and required to be in writing may be given by first class mail addressed to the Springfield City Manager, 840 Boonville, Springfield, Missouri 65802, and to the Board of Governors, Missouri State University, 901 South National, Springfield, Missouri 65897. The date of delivery of any notice shall be the date falling on the second full day after the date of its mailing.
4. Jurisdiction. This agreement and every question arising thereunder shall be construed and determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
5. Termination of Agreement. Either party shall have the right to terminate this agreement upon giving written notice of intent to terminate to the other party at least 180 days prior to the date of termination.
6. Failure of Appropriations and Cancellation of Agreement. The parties mutually agree and understand that continuation of this agreement is subject to annual budget appropriations. Subject to the requirements of Section D.5., should the Springfield City Council or the Board fail to appropriate funds to continue staffing of the police substation, this agreement may be terminated by either party as of the last date upon which appropriated funds are available to either or both parties for continuation of staffing under the agreement.
7. Nondiscrimination. The parties agree not to discriminate on the basis of age, sex, religion, disability, race, national origin, ancestry, veteran status, sexual orientation, gender identity, or color, in employment, accommodation or provision of services in carrying out the terms and provisions of this agreement.
8. Term of the Agreement. Subject to all of the foregoing terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2022. Thereafter, the parties may annually renew the Agreement for successive periods under such terms and conditions as may be agreed to at that time. Each addendum or renewal of the Agreement shall be in written form, executed by the Springfield City Manager and the President for MSU, on such terms and conditions as may be agreed to by the City Manager and the President for MSU. Should the term of this contract end without a renewal being timely enacted, parties shall continue to follow these contract terms on a month-to-month basis until such time a new contract can be executed or one of the parties terminates the contract pursuant to Paragraph D.5 above.

9. Compliance with all laws. The parties agree to abide and follow all federal, state, and local laws in performing the duties set forth in this contract including, without limitation, Mo. Rev. Stat § 173.2050, which requires the parties to establish and follow certain policies and protocols regarding sexual assault, domestic violence, dating violence, and stalking involving Students and other members of MSU's campus community. Said policies and protocols are shown in Exhibit D, which is attached hereto and incorporated herein by reference.

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

APPROVED AS TO FORM

The Board of Governors of Missouri State University

By: _____
Attorney for Board of Governors

By: _____
President of the University or designee

APPROVED AS TO FORM

The City of Springfield, Missouri

By: _____
City Attorney or designee

By: _____
City Manager or designee

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or his designee

EXHIBIT A
MSU CAMPUS MAP

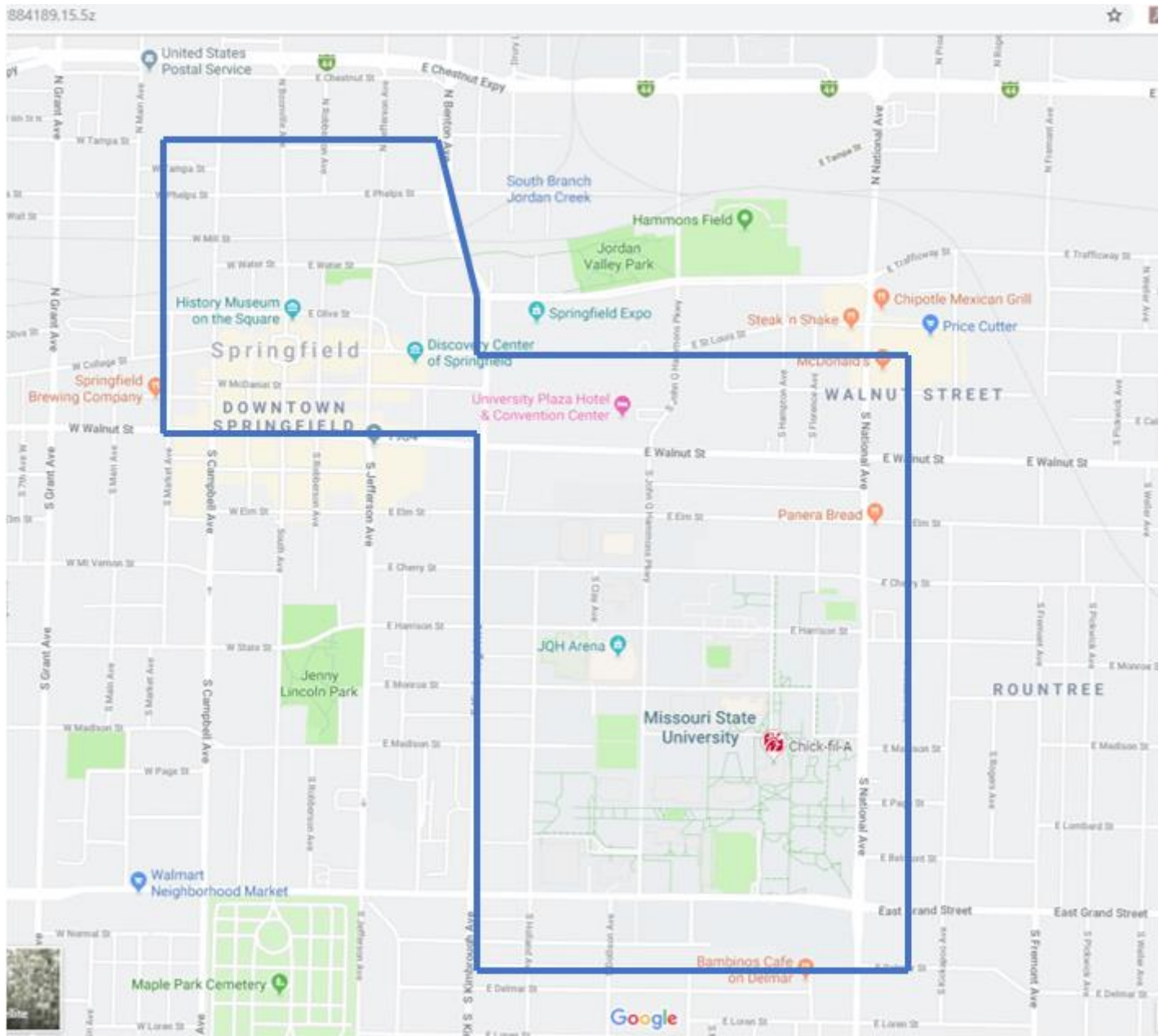


EXHIBIT B
Cost of MSU Substation Account
FY 2021-2022

	Totals
SALARIES / BENEFITS*	
Sergeant (1), Corporal (1), and Officers (8)	
MSU Cost – 80% of Total Cost _____	\$711,658.02
OVERTIME _____	\$106,553.00
Subtotal: _____	\$818,211.02
OVERHEAD:	
UNIFORM ALLOWANCE (10 Officers) _____	\$14,500.00
TRAINING COST _____	\$4,400.00
TRANSPORTATION AND SOFTWARE COST ** _____	\$42,433.86
Subtotal: _____	\$61,333.86
Total Contract Amount _____	\$879,544.88

* Salary information is calculated at actual officer's salaries and top step for vacant positions and includes longevity pay, education incentive, pension contribution, Medicare, workers' comp, etc.
Salaries and Benefits above is 80% of cost.

** (See Exhibit C)

EXHIBIT C
MSU Substation Transportation, Equipment and Software Cost
FY 2021-2022

Transportation

	2021	2017	2016	2013
	Ford Interceptor	Ford Explorer	Ford Explorer	Ford Explorer
Purchase cost	48,017.43	\$48,048	\$38,350.00	\$39,274.00
7 Year Depreciation	6,859.63	\$6,864.00	\$5,478.57	Fully Depreciated

Annual Depreciation for all three (3) vehicles	\$19,202.20
Fuel Cost **	\$4,481.38
Maintenance and Repair Cost **	\$6,866.83
Vehicle Subtotal	\$30,550.41

Equipment

Five (5) e-Bikes and Ten (10) Body Worn Cameras

	5 e-Bikes
Purchase Cost Per e-Bike	\$2,874.80
3 Year Depreciation	\$958.27
Annual Depreciation for (5) e-Bikes	\$4,791.35
Bicycle Subtotal	\$4,791.35

	10 Body Worn Cameras
Purchase Cost Per Camera	\$2,551.57
5 Year Depreciation	\$510.31
Annual Depreciation for (10) Body Worn Cameras	\$5,103.10
Body Worn Camera Subtotal	\$5,103.10

Software

Ten (10) Office 365 annual software license fees	\$198.90 each
Software Subtotal	\$1,989.00

Total Annual Transportation, Equipment and Software Cost	\$42,433.86
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* Cost of the vehicle with standard law enforcement, including mobile data terminal and emergency equipment. All equipment will be maintained in good working order.

**Figure based on actual and averages for FY21 (July 2020-June 2021). Figures from Fleet Administrator.

EXHIBIT D
Policies and Protocols Regarding
Sexual Assault, Domestic Violence, Dating Violence, and Stalking

Consistent with the provisions of Title IX of the Education Amendments of 1972, 20 U.S.C.A. § 1681, *et seq.* (“Title IX”), and the Violence Against Women Act (“VAWA”), MSU will investigate all reports of sexual assault, domestic violence, dating violence and stalking that are brought to MSU’s attention, regardless as to where the conduct is alleged to occur, which involve member(s) of the MSU campus community. (Note: Such reports will be investigated by MSU regardless as to where the conduct is alleged to have occurred, in that MSU is obligated to determine whether the alleged conduct occurred in the context of an educational program or activity, or has continuing effects on the MSU campus or in an off-campus educational program or activity.)

Consistent with the requirements of Title IX and VAWA, and the directives of the Department of Education’s Office for Civil Rights (“OCR”), MSU will honor the wishes of a complainant/victim as to whether to notify the Springfield Police Department of an incident of alleged sexual assault, domestic violence, dating violence and or stalking. The reporting of any such offense will be the choice and the responsibility of the complainant/victim. Notwithstanding the foregoing, nothing in this Exhibit D shall be construed so as to preclude the Springfield Police Department from investigating any and all allegations of criminal activity – including allegations of sexual assault, domestic violence, dating violence, or stalking – that are reported to the Springfield Police Department or otherwise come to the attention of the Springfield Police Department.

Subject to its obligations under the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR § 99 *et seq.* (“FERPA”), MSU will cooperate with the Springfield Police Department, in terms of any law enforcement investigation of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community, if authorized by the complainant/victim or pursuant to a lawfully issued search warrant, subpoena, or court order. The Springfield Police Department agrees to use best efforts to communicate with MSU regarding investigations or reports of sexual assault, domestic violence, dating violence and or stalking involving members of MSU’s campus community, provided that such communication, in the reasonable estimation of the Springfield Police Department or the Greene County Prosecuting Attorney, will not jeopardize the integrity of an investigation, or subsequent prosecution, of sexual assault, domestic violence, dating violence and or stalking.

Depending on the facts and circumstances of an individual case, one or both parties may have jurisdiction to investigation incident of sexual assault, domestic violence, dating violence and or stalking involving members of the MSU campus community. The term jurisdiction, as used herein, means that MSU shall have jurisdiction to conduct investigations consistent with its Title IX/VAWA obligations and its educational interests, whereas SPD shall have jurisdiction to conduct investigations from a law enforcement/criminal perspective. Both parties understand and agree that such investigations are independent and may happen simultaneously, and agree to provide one another with as much courtesy and communication as may be possible, given the facts and circumstances of the individual case.

The parties acknowledge and agree that this Exhibit D is intended fully conform to the requirements of Mo. Rev. Stats. § 173.2050. The parties further acknowledge that, pursuant to Mo. Rev. Stat. § 173.2050.3, the Missouri Department of Public Safety has been charged with promulgating rules and regulations by August 28, 2016, to facilitate the implementation of the requirements of Mo. Rev. Stat. § 173.2050. Thus, the parties agree to evaluate any and all such promulgating rules and regulations, and to work together in good faith to modify their collaborative practices and, as necessary, this Exhibit D, to ensure continued legal compliance.

One-rdg. _____
P. Hrngs. _____
Pgs. 8
Filed: 06-08-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-148

SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc., for the purpose of promoting the visual and performing arts in Springfield, Missouri.

WHEREAS, the Springfield Regional Arts Council, Inc. ("Arts Council") is a nonprofit corporation organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others; and

WHEREAS, a portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax.

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

Section 1 – The City Manager, or his designee, is hereby authorized to enter into an agreement with the Springfield Regional Arts Council, Inc., said agreement to be substantially in form and content as that document attached hereto and incorporated herein by this reference as "Exhibit A."

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

35 Filed as Ordinance: _____

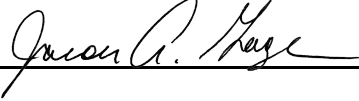
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38 Approved as to form: , Assistant City Attorney

39

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41 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 148

FILED 06-08-21

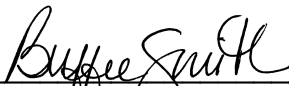
ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Regional Arts Council, Inc. ("Arts Council") whereby the Arts Council will receive a share of the City's collection fee from the Hotel/Motel Tax to promote the visual and performing arts in Springfield, Missouri.

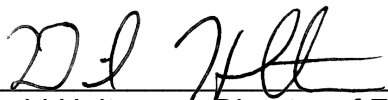
BACKGROUND INFORMATION: The Arts Council is a nonprofit corporation located in the Old Creamery Building in Jordan Valley Park and is organized to promote the visual and performing arts in Springfield, Missouri by providing facilities and serving as a coordinating agency for various groups, such as Springfield Little Theatre, Springfield Regional Opera, Springfield Ballet, Springfield Symphony Orchestra, Film & Media Association of Springfield, First Friday Art Walk, Springfield Visual Arts Alliance, Springfield Contemporary Theatre, Sculpture Walk Springfield, Any Given Child, Men's Chorus of the Ozarks, and many others. A portion of the Arts Council's budget comes from the City's collection fee from the hotel/motel gross receipts tax. The portion of the City's collection fee budgeted for Fiscal Year 2021-2022 is \$45,954.

REMARKS: The Arts Council has a 21-member board and has a full-time Executive Director, Programs/Exhibition Director, Marketing/Development Director, Office & Facility Manager, and a part-time Bookkeeper and Corporate Art Coordinator. In addition, there are several active volunteers who help with major events and projects. The SRAC has developed a solid internship program with local universities. In addition to the Hotel/Motel tax contribution outlined herein, the Arts Council's operations are funded through memberships, festival/event proceeds, grants, and donations.

Submitted by:


Buffee Smith, Contract Administrator

Recommended by:


David Holtmann, Director of Finance

Approved by:

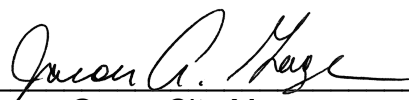

Jason Gage, City Manager

Exhibit A

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE July 1, 2021	TERMINATION DATE JUNE 30, 2022	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1625 Fax: (417) 864-1030 Attn: David Holtmann, Director of Finance		Springfield Regional Arts Council, Inc. 411 N. Sherman Parkway Springfield, MO 65802 Phone: (417) 862-2787 Fax: (417) 888-2322 Attn: Leslie Forrester	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Regional Arts Council, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote the visual and performing arts within the Greater Springfield Missouri area in accordance with the Scope of Services attached as Exhibit 1, and

WHEREAS, the City desires to retain the services of the Contractor to promote the visual and performing arts in the City by providing to Contractor an annual sum equal to a designated share of collection fees of the City from Hotel and Motel gross receipts tax collected by the City under Article V of Chapter 70 of the Springfield City Code.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **TERM.** The term of this Agreement shall be from July 1, 2021, to June 30, 2022, subject to any changes to which both parties may subsequently assent in writing.

2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform the services described in Exhibit 1, which is attached hereto and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities described in Exhibit 1.

3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or their designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the Executive Director of Contractor (or their designated alternate) as its representative concerning all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall reasonably cooperate with the Contractor in connection with this Agreement.

5. COPYRIGHTS. The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

6. REPORTS. Reports to the City will be made as follows:

A. Annual Reports: The Contractor shall submit an administrative progress report to the City, on an annual basis, which describes the work performed during the fiscal year. This report shall be submitted within sixty (60) days of the termination of this contract. This report shall be a synopsis and evaluation of the activity undertaken.

B. Other Reports: The Contractor shall submit to the City such other reports as may be requested or are necessary to inform the City of issues which require City action.

7. PERSONNEL. Personnel shall not be employees of or have any contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under its direct supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services.

8. KEY PERSONNEL AND PROGRAM ORGANIZATION. The Contractor shall perform all of its services under this Agreement through a staff under the direction of its designated representative, who will be responsible for the management, scheduling, planning and coordination of the work, and for communications between the Contractor and the City, and for the overall fulfillment of all obligations of the Contractor under this Agreement.

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence upon contract execution and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made monthly by the City by check solely from City collection fees on hotel/motel gross receipts tax collections under Article V, Chapter 70 of the Springfield City Code received by the City with Contractor's share thereof to be as follows: One-Third of the City's collection fees on the Two and One-Half Cent (2.5 cents) hotel/motel gross receipts tax increase passed by voters in 1998 and Eleven-Twelfths of the City's collection fees on the One Half-Cent (.5 cents) hotel/motel gross receipts tax increase passed by voters in 2004.

11. TERMINATION. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective day of such termination. The City may, without cause, terminate this Agreement upon ninety (90) days prior written notice. In either such event, the Contractor shall cease all work and all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Contractor for City, become the property of the City, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or other materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of this Agreement by the Contractor.

12. 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor 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 Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. RIGHT OF AUDIT.

A. Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been

worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

B. Subcontractor's Books and Records: The Contractor agrees to include the substance of this section in all subcontracts to be performed on a cost reimbursable, hourly rate, or similar basis, giving the City the right to audit, at its own expense, the books and records pertaining to any such subcontract.

14. DISCRIMINATION. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

15. INDEPENDENT CONTRACTOR. The Contractor is an independent contractor with respect to all services performed hereunder, and nothing contained herein shall constitute or designate the Contractor or any of its agents or employees as agents or employees of the City of Springfield, Missouri.

The Contractor and its agents, employees, and subcontractors shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program for the City.

16. INDEMNIFICATION AND LIABILITY. The parties mutually agree to the following:

A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, whether or not caused by or resulting from City's negligence, arising out of or in any way connected with a breach of this Agreement. No claim or claims of any kind, either separately or in the aggregate, by the Contractor against the City, and in any way arising out of or in any way connected with this Agreement, whether based on negligence, breach of contract or otherwise, shall be greater in amount than the total reimbursement under Paragraph 10 hereof.

B. The Contractor shall defend, indemnify, and hold the City harmless from and against any and all claims, losses, and causes of action arising out of any claims or causes of action, including but not limited to personal injuries, death, or damage to property which are incurred by the Contractor, or any third party arising out of or in any way connected with this Agreement.

C. The Contractor assumes full responsibility for relations with subcontractors, and shall defend, indemnify and save harmless the City from and against, any and all liability, suits, claims, damages, costs (including attorneys' fees), losses, outlays, and expenses in any manner caused by, arising out of or connected with this contract, notwithstanding any possible negligence (whether sole, concurrent or otherwise) on the part of the City, its agents or employees.

17. ATTORNEY FEES. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail

(if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

21. ENTIRE AGREEMENT. This agreement, including any attachments or exhibits, contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties. In the event that the terms of this agreement conflict with the terms of any of the attachments or exhibits, then the terms of this agreement shall control over the terms contained in the attachments or exhibits.

22. CONTINGENCIES. This Agreement is contingent upon the Contractor maintaining its not-for-profit corporation status as defined by the Internal Revenue Code in Section 501 (c) (6).

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Agreement by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

SPRINGFIELD REGIONAL ARTS COUNCIL, INC.

By: _____

Name & Title: _____

Electronic mail address for notice purpose:

Attest:

Corporate Secretary or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

EXHIBIT 1

The Springfield Regional Arts Council's mission is to transform lives and enrich our Community through the Arts.

Responsibilities include:

- A. Working with the local art agencies, serving as the focal communications point for community relations and providing collaborative opportunities.
- B. Developing and operating the City-owned Creamery Arts Center.
- C. Promoting and supporting the visual and performing arts for local organizations.
- D. Sponsoring festivals as a community and tourism outreach.

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 06-08-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021- 149

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant for outreach
2 from the Missouri Foundation for Health in the amount of \$35,000;
3 entering into necessary agreements to carry out the grant; and
4 amending the budget of the Springfield-Greene County Health
5 Department for Fiscal Year 2020-2021 in the amount of \$35,000, to
6 appropriate the grant funds.
7 _____
8

9 WHEREAS, the City has the opportunity, through the Springfield-Greene County
10 Health Department ("SGCHD"), to accept grant funding of \$35,000, from the Missouri
11 Foundation for Health, for the purpose of expanding the Community Health Advocate
12 program; and
13

14 WHEREAS, the grant calls for the disbursement of funds to the SGCHD in the
15 initial amount of \$31,500, for the hiring of two part-time staff (28 hours/week for 30
16 weeks, the length of the vaccination education and outreach campaign) and final
17 disbursement of \$3,500 upon completion of grant requirements; and
18

19 WHEREAS, an amendment to the budget provided for the SGCHD for Fiscal
20 Year 2020-2021 has been approved and recommended by the City Manager and the
21 Acting Director of Health.
22

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

26 Section 1 – The City Manager, or his designee, is hereby authorized to accept
27 grant funding of up to \$35,000 from the Missouri Foundation for Health for the receipt
28 and use by the SGCHD to enhance outreach, and to do all things necessary to carry out
29 the grant, including the execution of contracts, provided the contract is in a form
30 approved by the City Attorney.
31

32 Section 2 – The budget of the SGCHD for Fiscal Year 2020-2021 is hereby
33 amended in the accounts and in the amounts as shown on Budget Adjustment No.071,
34 a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”
35

36 Section 3 – City Council finds that the budget adjustment made above has been
37 recommended by the City Manager.
38

39 Section 4 – The City Manager is directed to cause the appropriate accounting
40 entries to be made in the books and records of the City. In the event additional funding
41 is provided under this grant by the grantor, the Finance Director of the City is hereby
42 authorized to adjust this appropriation by an amount not to exceed 20 percent of the
43 total grant sum of \$35,000.
44

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

48
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form: Mary Berard, Assistant City Attorney
60

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

EXPLANATION TO COUNCIL BILL 2021- 149

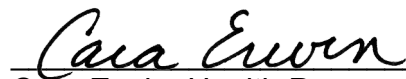
FILED: 06-08-21

ORIGINATING DEPARTMENT: Public Information and Civic Engagement and
Springfield Greene County Health Department

PURPOSE: Authorizing the City Manager, or his designee, to accept a grant from the Missouri Foundation for Health for the purpose of expanding the Community Health Advocate program to equip trusted neighbors (to be hired from within target areas) with reliable information regarding the COVID-19 vaccine, knocking down barriers to access.

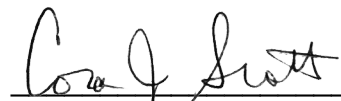
BACKGROUND: With this Missouri Foundation for Health grant, the City and Health Department team will launch a new variation of the successful Community Health Advocate program. Developing trust will be key among disproportionately affected groups—especially among Black, Indigenous, and People of Color (“BIPOC”) communities. These communities have experienced disproportionate adverse effects from COVID-19, and have also faced historic discrimination and inequities from the healthcare system. Advocates will be recognizable faces in their community who can be active collaborators and influencers to address questions, concerns and barriers to vaccination. The program, which we are calling *Finish Strong 417: Neighbor to Neighbor*, will work in conjunction with current plans to take vaccination access into neighborhoods, workplaces (such as for shift workers) and other underserved areas along with aforementioned partners. Working alongside these partners will allow for the City to amplify messages and education to key stakeholders and the public about the COVID-19 vaccine.

Submitted by:



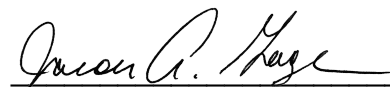
Cara Erwin, Health Program Coordinator

Recommended by:



Cora Scott, Director of Public Information and Civic Engagement

Approved by:



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
071

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	59030	416020			\$ 35,000	Missouri Foundation for Health Grant
Net Revenue Adjustment						\$ 35,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27010	11	59030	500130			\$ 35,000	Part-Time staff
Net Expenditure Adjustment						\$ 35,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget by appropriating grant funds from the Missouri Foundation for Health to expand part-time staffing for the Community Health Advocate program.

Requested By:


Department Head 06/09/21
Date

Approved By:


Director of Finance 06/09/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-149
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 06-08-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-150

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a Coronavirus Aid,
2 Relief, and Economic Security Act grant through the U.S. Department
3 of the Treasury and Greene County, Missouri, in the amount of
4 \$434,045.48, for use by the Springfield-Greene County Park Board;
5 and amending the Fiscal Year 2020-2021 budget in the amount of
6 \$434,045.48, for the purpose of appropriating the grant funds.
7
8

9 WHEREAS, Greene County received approximately \$34 million in Coronavirus
10 Aid, Relief, and Economic Security ("CARES") Act funds from the U.S. Department of
11 the Treasury to support local coronavirus response efforts and used those funds to
12 establish grants for coronavirus response; and
13

14 WHEREAS, Greene County awarded the Springfield-Greene County Park Board
15 a grant in the amount of \$434,045.48, to be used only to cover those qualified expenses
16 that are necessary expenditures incurred due to the public health emergency with
17 respect to Coronavirus Disease 2019; and
18

19 WHEREAS, the acceptance of these grants will help to relieve some of the
20 financial burden placed on the City as a result of the coronavirus pandemic.
21

22 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – City Council hereby authorizes the City Manager, or his designee, to
26 accept grant funds in the amount of \$434,045.48, for use by the Springfield-Greene
27 County Park Board for coronavirus response efforts as set forth in "Exhibit A," attached
28 hereto and incorporated herein by this reference, and to do all things necessary to carry
29 out the intent of the grant, including execution of the subrecipient award agreement.
30

31 Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in
32 the accounts and in the amounts as shown on Budget Adjustment No. 072, a copy of
33 which is attached hereto and incorporated herein by this reference as "Exhibit B."

34
35 Section 3 – City Council hereby finds that the budget adjustment made above
36 has been recommended by the City Manager and further finds that the budget
37 adjustment herein is necessary to meet the need for relevant public expenditure.
38

39 Section 4 – City Council hereby directs the City Manager to cause the
40 appropriate accounting entries to be made in the books and records of the City. In the
41 event additional funding is provided under these grants by the grantor, the Director of
42 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
43 percent and to do all things necessary to carry out the intent of the grant and additional
44 funding.

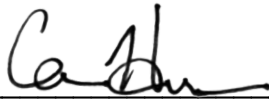
45
46 Section 5 – This Ordinance shall be in full force and effect from and after
47 passage.
48

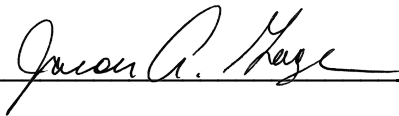
49 Passed at meeting: _____
50

51 _____
52 Mayor
53

54 Attest: _____, City Clerk
55

56 Filed as Ordinance: _____
57

58
59 Approved as to form:  _____, Assistant City Attorney
60

61
62 Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 150

FILED: 06-08-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To accept and appropriate the Coronavirus Aid, Relief, and Economic Security ("CARES") Act grant through the US Department of the Treasury and Greene County, Missouri – for the Parks department in the amount of \$434,045.48.

BACKGROUND INFORMATION: The goal of the CARES Act Relief Fund is to promote recovery by funding programs that support the needs of those impacted by the COVID-19 public health emergency. As part of this fund, Greene County received \$34 million to help support local coronavirus response efforts. Greene County accepted applications in five phases including health care and taxpayer supported entities.

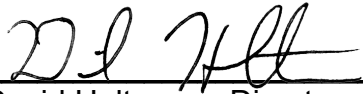
Greene County notified the City of the awards in August 2020, and provided the contracts in late September. These are federal grants that will be included in the City's annual single audit under CFDA ("Catalog of Federal Domestic Assistance") number 21.019.

In May, 2021, the County notified the City that additional grant funding was available as part of the original grant award for reimbursement of expenses incurred during the period beginning on March 1, 2020 and ending on December 30, 2020. Eligible expenses would be those incurred during the period that have not yet been reimbursed to the City for the Parks department in response to the COVID-19 public health emergency.

The total grant award of up to \$434,045.48 for the Parks department would include prospective reimbursement for the following categories: Salaries, Operating Supplies, Safety Items, Sanitation, and Sineage.

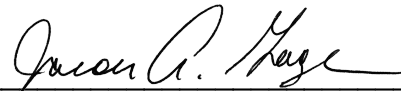
REMARKS: The grant funding for the Parks Department will help to relieve some of the burden placed on the Fiscal Year 2020 - 2021 budget from addressing the COVID-19 pandemic. This includes helping the Parks department to continue to offer facilities and programs safely as we work to restore services coming out of the pandemic environment, including continuing to meet the diverse needs of its citizenry and to provide the essential services that the community has come to expect.

Submitted by:



David Holtmann, Director of Finance

Approved by:



Jason Gage, City Manager



County of **GREENE** State of Missouri

OFFICE OF
CINDY S. STEIN, CPA
Auditor

GREENE COUNTY COURTHOUSE
SPRINGFIELD, MO 65802

June 1, 2021

Dear **City of Springfield - Finance**
Springfield-Greene County Park Board
840 Boonville
Springfield, MO 65806

I am pleased to inform you, additional funding from the Taxpayer Supported Entities reserve has been recommended to the Greene County Commission for approval of qualifying expenses up to the amount of **434,045.48**.

Application # 544R **Amendment** -- **Vendor #** 002169

Carefully review all administrative and financial requirements, instructions, and conditions for reimbursement. To begin processing your recommended reimbursement, submit the following items to my office no later than **June 8, 2021**.

Please submit the following documentation:

- Review, Complete and Sign the form below and then return the full packet to Payment Processor listed below
- Qualifying expenses detailed in the Coronavirus Relief Fund Guidance

We look forward to working with your organization in relief and recovery efforts. Please feel free to contact me via email with any questions or concerns at acrews@greencountymo.gov.

Sincerely,

Angie Crews

Greene County Auditor's Office

Please Review, Complete and Sign the form below and then return the full packet to Payment Processor listed below.
 Retain a copy of the entire document, then send the original back via email to acrews@greencountymo.gov
 or by USPS to Greene County Historic Courthouse, 940 N Boonville Ave, Room 210, Springfield MO 65802.

 Greene County Missouri 940 Boonville Springfield MO 65802		SUBRECIPIENT AWARD	
		DATE 06/01/21	
		Award Number 544R	Amendment No. --
SUB-RECIPIENT NAME City of Springfield - Finance - Springfield-Greene County Park Board		SUB-RECIPIENT VENDOR NUMBER 002169	
SUB-RECIPIENT ADDRESS 840 Boonville, Springfield, MO 65806		ISSUING AGENCY Greene County, Missouri	
SUB-AWARD INFORMATION			
PROJECT TITLE: CARES: 20523.8200.825		FEDERAL AWARDING AGENCY US Treasury as created in the CARES Act through the State of Missouri and Greene County Missouri	
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NO 21.019		PERFORMANCE PERIOD FROM: March 1, 2020 TO: June 30, 2021	
FEDERAL PASS-THRU AWARD AMOUNT		Qualified expenses up to \$ 434,045.48	
CONTACT INFORMATION			
CARES FUNDING PAYMENT PROCESSOR		SUB-RECIPIENT PROJECT COORDINATOR	
NAME Angie Crews		NAME	
E-MAIL ADDRESS acrews@greencountymo.gov		E-MAIL ADDRESS	
TELEPHONE 417-829-6203		TELEPHONE	
SUMMARY DESCRIPTION OF PROJECT: Support local business community in the wake of the COVID-19 Pandemic Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that: a. Were not accounted for in the budget most recently approved as of March 27, 2020, and b. Were incurred during the period that begins on March 1, 2020 and ends on June 30, 2021. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections for Government Agencies. This award is not for Research and Development and there is no indirect cost rate.			
TYPED NAME AND TITLE OF GREENE COUNTY OFFICIAL Bob Dixon, Greene County Presiding Commissioner		TYPED NAME AND TITLE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	
SIGNATURE OF APPROVING GREENE COUNTY OFFICIAL	DATE	SIGNATURE OF SUB-RECIPIENT AUTHORIZED OFFICIAL	DATE
THIS SUB-AWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUB-AWARD AGREEMENT, THE SUB-RECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.			

Agreement Articles

Article I - Acknowledgement of Federal Funding from Greene County Missouri

All subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article II - Age Discrimination Act of 1975

All subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Article III - Americans with Disabilities Act of 1990

All subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Article IV - Best Practices for Collection and Use of Personally Identifiable Information (PII)

All subrecipients who collect PII are required to have a publically available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Personally identifiable information (PII) is defined as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual.

Article V- Civil Rights Act of 1964

All subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article VI - Civil Rights Act of 1968

All subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Article VII – Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Article VIII - Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to Greene County Commission award subrecipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article IX - Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article X - Drug-Free Workplace Regulations

All subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the Subrecipient is an individual) of 2 C.F.R. part 3001, which adopts the Government-wide implementation (2 C.F.R. part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Article XI - Duplication of Benefits

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Article XII - Energy Policy and Conservation Act

All subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Article XIII - False Claims Act and Program Fraud Civil Remedies

All subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

Article XIV – Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-428B, item number 17 for additional information and guidance.

Article XV - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, all subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. §2225.

Article XVI - Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

Article XVII - Lobbying Prohibitions

All subrecipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XVIII - Non-supplanting Requirement

All subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

Article XIX - Patents and Intellectual Property Rights

Unless otherwise provided by law, subrecipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Article XX - Procurement of Recovered Materials

All subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXI - Contract Provisions for Non-federal Entity Contracts under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
4. Davis-Bacon Act, as amended (40 U.S.C 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federal Financed and Assisted Construction"). In accordance with the statute, contracts must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3704 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended- Contract and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Article XXII - Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

Article XXIII - Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

Article XXIV - Trafficking Victims Protection Act of 2000

All subrecipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

Article XXV - Rehabilitation Act of 1973

All subrecipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Article XXVI - USA Patriot Act of 2001

All subrecipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Article XXVII - Whistleblower Protection Act

All subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article XXVIII - Greene County Commission Specific Acknowledgements and Assurances

All subrecipients must acknowledge and agree to comply with applicable provisions governing Greene County Commission and Greene County Auditor access to records, accounts, documents, information, facilities, and staff.

1. Subrecipients must cooperate with any compliance review or complaint investigation conducted by Greene County.
2. Subrecipients must give Greene County Commission access to and the right to examine and copy records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary or required by Greene County and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete, and accurate reports to the appropriate Greene County officials and provide appropriate backup documentation to support the reports. Future awards and fund drawdowns may be withheld if these reports are not complete.
4. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the Greene County Commission.
5. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the Greene County Commission. The United States has the right to seek judicial enforcement of these obligations.

Article XXIX - Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by CARES funding such assets may be disposed of following policies of sub-sub-recipient. If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Article XXX - Prior Approval for Modification of Approved Budget

Before making any change to the Greene County approved budget for this award, you must request prior written approval from Greene County Commission by requesting a Subaward Adjustment.

Article XXXI – Nondiscrimination in Matters Pertaining to Faith-Based Organizations

Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statute, regulations, and guidance governing the participations of faith-based organizations.

Article XXXII – Acceptance of Post Award Changes

In the event Greene County Commission determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award.

Article XXXIII – Other Specific Conditions

1. Applicable law – This agreement shall be construed according to the laws of the State of Missouri.
2. Greene County will not be liable to any subcontractor or vendor for any expenses or liabilities incurred under the sub-award. The sub-recipient shall be solely responsible for the services provided in connection with this Agreement and solely liable to any subcontractor or vendor for all expenses and liabilities incurred under this sub-award. The sub-recipient shall follow all procurement requirements applicable under both Federal and Missouri law, including but not limited to compliance with sections 285.525 to 285.550, RSMo.
3. Indemnification – The sub-recipient shall be responsible for the acts, omissions to acts or negligence of the sub-recipient, its agents, employees and assigns. To the extent allowed by law, and subject to any applicable sovereign immunity, the sub-recipient shall hold harmless and indemnify Greene County including its agents, employees and assigns, from every injury, damage, expense, liability or payment, including legal fees, arising out of any activities conducted by the sub-recipient in connection with or in any way relating to this Agreement.
4. Sovereign Immunity – Greene County its agencies and its subdivisions do not waive any defense of sovereign or official immunity upon entering into this Agreement.
5. The sub-recipient will be responsible to meet the funding requirements set out by the Greene County Commission. Sub-recipient agrees to spend CARES funding as closely as possible to the documentation submitted with the application to the Greene County Commission; deviation from the awarded plan may result in non-payment of requests from CARES funding.
6. Proposed uses of the funds provided under Section 14.435 of SS SCS HCS HB 2014 will be used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Necessary expenditures are defined as expenses that:
 - a. Were not accounted for in the budget most recently approved as of March 27, 2020, and
 - b. Were incurred during the period that begins on March 1, 2020 and ends on December 31, 2020
7. Funds awarded must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. Any funds awarded in this agreement cannot be used as a revenue replacement for lower than expected tax or other revenue collections. This award is not for Research and Development and there is no indirect cost rate.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
072

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	16	80010	416010	102835	00000	\$ 434,045.48	CARES Act - Greene County - Parks
Net Revenue Adjustment						\$ 434,045.48	

Expenditures:

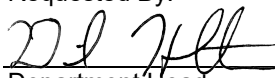
Fund	Dept	Org	Account	P&G	Location	Amount	Description
22510	16	80010	500110	102835	00000	\$ 342,850.74	Parks Salaries
22510	16	80010	501290	102835	00000	91,194.74	Supplies and Services
Net Expenditure Adjustment						\$ 434,045.48	

Fund Balance Appropriation:

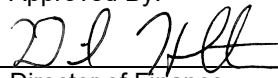
Fund	Title	Amount

Explanation: To amend the FY2020-2021 budget and appropriate funds from Coronavirus Aid, Relief, and Economic Security (CARES) Act grant through the US Department of the Treasury and Greene County for the COVID-19 public health emergency for the Parks Department.

Requested By:


Department Head 06/09/21
Date

Approved By:


Director of Finance 06/09/21
Date

Authorization:

Council Bill No. 2021-150
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed: 06-08-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-151

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, 'Administration,' Article V,
2 'Departments,' by adding a new Division 6, 'Department of Economic
3 Vitality,' to create the Department of Economic Vitality; amending the
4 Springfield City Code Chapter 2, Section 2-92, known as the Salary
5 Ordinance by adding one new job title of 'Director of Economic Vitality'
6 to the Department Head Series salary schedule; and amending the
7 Fiscal Year 2021 – 2022 budget of the City to add one full-time
8 equivalent position to the Department of Economic Vitality.
9 _____

10
11 WHEREAS, economic vitality is a primary City Council priority; therefore, the City
12 Manager recommends the establishment of a Department of Economic Vitality within the
13 City's organizational structure; and
14

15 WHEREAS, creation of the Department of Economic Vitality will formally separate the
16 City's current economic development function from the Planning and Development
17 Department, which should eliminate any confusion regarding the facilitative and recruitment
18 role of economic development and the Planning and Development Department's regulatory
19 role applied through local zoning laws; and
20

21 WHEREAS, the newly created Department of Economic Vitality Department will
22 continue to carry out the same role Economic Development did in prior years and will be
23 the primary department for professional, technical, and management responsibilities,
24 activities, and initiatives related to economic development; and
25

26 WHEREAS, the Department of Economic Vitality's primary objectives will be to
27 encourage reinvestment and quality economic growth, coordinate significant
28 development projects that impact the community's tax base, retain and facilitate
29 expansion of existing businesses, promote entrepreneurship, and attract new
30 businesses by fostering a positive business environment and to work closely with the
31 City's quality of place initiatives and regional economic development partners to
32 leverage resources and enable the City to be attractive to quality business investment.
33

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

36
37 NOTE: Added language is underlined, deleted language is ~~stricken~~.

38
39 Section 1 – The Springfield City Code Chapter 2, ‘Administration,’ Article V,
40 ‘Departments,’ is hereby amended to add a new Division 6, ‘Department of Economic
41 Vitality,’ to create the Department of Economic Vitality which shall read as follows:

42
43 DIVISION 6. – DEPARTMENT OF ECONOMIC VITALITY

44
45 Sec. 2-360. – Director – Appointment and qualifications.

46
47 There shall be a Department of Economic Vitality whose director shall be known as the
48 Director of Economic Vitality. The City Manager shall appoint the Director of Economic
49 Vitality who shall be selected upon the basis of training, qualifications, abilities, and
50 experience in the area of economic and community development.

51
52 Sec. 2-361. – Powers and duties of director.

53
54 The Director of Economic Vitality shall have authority and be required to:

- 55
56 (1) Plan, organize, and lead the City’s economic and community development
57 activities.
58
59 (2) Serve as principal advisor and liaison to City Council, City boards and
60 commissions, and City staff and officials regarding economic and community
61 development issues.
62
63 (3) Direct initiatives and activities to facilitate local business attraction,
64 expansion, and retention, including incentive awareness, conducting
65 business evaluations/surveys, and providing general economic development
66 assistance.
67
68 (4) Negotiate complex development agreements and prepare incentive
69 packages for priority developments.
70
71 (5) Initiate and assist in the application for federal or state grants and loans for
72 economic development projects in the City and perform follow-up to assure
73 compliance with regulations.
74
75 (6) Serve as the primary liaison for the City with the state legislature and federal
76 Congressional delegation on economic development legislation issues.

(7) Coordinate the review of significant development plans, zoning actions and subdivision proposals for consistency with the City's economic and community development policies.

(8) Perform such other duties as may be required by other ordinances of the City, by law, or by the City Manager.

Sec. 2-362. – Transfer and duties of personnel.

The Director of Economic Vitality shall oversee the performance of the duties previously performed by the Economic Development division of the Department of Planning and Development. These duties, and the employee positions within the former economic development division of the Department of Planning and Development, are hereby assigned and transferred to the Department of Economic Vitality and such divisions, if any, of said department as the Director and City Manager may agree upon. Positions within the Economic Development division of the Department of Planning and Development shall be transferred to the Department of Economic Vitality pursuant to Merit Rule 10.2.

The Department of Economic Vitality shall be created effective July 4, 2021.

Section 2 – Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' relating to salary rates and pay grades for various job titles within the City service as contained in the Department Head Series ("DHS") salary schedule, is hereby amended by adding the following job title:

Classification	Grade
<u>Director of Economic Vitality</u>	<u>Unclassified</u>

Section 3 – The Fiscal Year 2021-2022 budget of the City of Springfield is hereby amended by adding one full-time equivalent ("FTE") position of Director of Economic Vitality, DHS – Unclassified to the Department of Economic Vitality.

Section 4 – City Council finds that the budget adjustment made above has been recommended by the City Manager, and the City Manager is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court or any rights acquired, or liability incurred nor any cause or causes of action occurred or existing, under any act or

ordinance repealed hereby. Nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 6 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 7 – This Ordinance shall be in full force and effect immediately upon adoption.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewaden, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 151

FILED: 06-08-21

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To amend Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary Ordinance relating to salary rates and pay grades for Department Head (“DHS”) pay schedule, by making provision for one new job title; creating the Department of Economic Vitality; and establishing an effective date for said amendments.

BACKGROUND: Economic Vitality is a primary City Council priority; therefore, the City Manager is recommending the establishment of an Economic Vitality Department within the City’s organizational structure. Creation of the Department of Economic Vitality will formally separate the City’s current economic development function from the Planning & Development Department. The purpose in doing so is to eliminate any confusion regarding the facilitative and recruitment role of economic development from the Planning and Development Department’s regulatory role applied through local zoning laws.

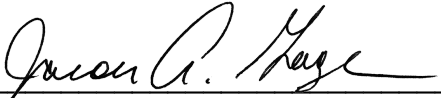
The newly created Economic Vitality Department will continue to carry out the same role as in prior years. However, it will now retain the full emphasis of the City Council’s Economic Vitality priority. The Department will be the primary department for professional, technical, and management responsibilities, activities, and initiatives related to economic development. This department’s primary objectives are to encourage reinvestment and quality economic growth, coordinate significant development projects that impact the community’s tax base, retain and facilitate expansion of existing businesses, promote entrepreneurship, and attract new businesses by fostering a positive business environment. Certainly, creating and retaining quality jobs to increase the local tax base and the overall quality of life for the citizens of Springfield is a major emphasis. This Department will also work closely with the City’s quality of place initiatives emphasis and our regional economic development partners to leverage resources and enable the City to be attractive to quality business investment.

With the establishment of this new Department, a new full-time equivalent (“FTE”) position is recommended to establish the job title of Director of Economic Vitality, a department head-level position, for inclusion in the DHS salary schedule with other department heads.

REMARKS: The recommendations and explanations contained herein are consistent with Council’s priorities and policies, including the objectives contained in the Council’s Economic Vitality priority as well as complementing the Quality of Place priority. Funding for the implementation of these changes is in the proposed FY22 budget with a cost of \$163,300 being allocated for the salary and benefits costs associated with the FTE.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted and Approved by:



Jason Gage,
City Manager

One rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 06-08-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 152

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the Second Amendment to the Collective Bargaining Agreement by and
2 between the City and the International Brotherhood of Electrical
3 Workers, Local No. 753 affiliated with the AFL-CIO, the Exclusive
4 Representative of a certain Bargaining Unit within the Crafts, Trades and
5 Labor ("CTL") Employee Group; and authorizing the City Manager, or his
6 designee, to execute and deliver the Second Amendment on behalf of
7 the City to the Exclusive Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognizes the International Brotherhood of Electrical
15 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW Local No. 753") as the sole
16 collective bargaining representative of a bargaining unit consisting of certain
17 classifications in the Crafts, Trades and Labor ("CTL") Employee Group and Salary
18 Schedule (the Bargaining Unit) via Certification of Representation by the State Board of
19 Mediation; and
20

21 WHEREAS, the City and IBEW Local No. 753 are the parties to a certain
22 Collecting Bargaining Agreement effective July 1, 2019 which was previously amended
23 by First Amendment on December 22, 2020 (collectively, "The CTL Collective
24 Bargaining Agreement"); and
25

26 WHEREAS, the City established a team (the "City's team") for the purposes of
27 bargaining as the exclusive agent for the City for collective bargaining; and
28

29 WHEREAS, the City's team met with IBEW Local No. 753 and conferred and
30 discussed wages, benefits, and other terms and conditions of employment in order to
31 reach a mutually satisfactory proposed Second Amendment to The CTL Collective
32 Bargaining Agreement; and
33

34 WHEREAS, the City's team and IBEW Local No. 753 reached an agreement on
35 the Second Amendment to The CTL Collective Bargaining Agreement and submit the
36 proposed Second Amendment to City Council for consideration and approval.
37

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

41 Section 1 – The Second Amendment to The CTL Collective Bargaining
42 Agreement, by and between the City and IBEW Local No. 753, attached hereto and
43 incorporated herein by reference as "Exhibit 1," has been reviewed and considered by
44 City Council.
45

46 Section 2 – City Council hereby approves entering into the Second Amendment
47 to The CTL Collective Bargaining Agreement as a final and binding Second Amendment
48 to The CTL Collective Bargaining Agreement between the City and IBEW Local No.
49 753.
50

51 Section 3 – City Council hereby authorizes and directs the City Manager, or his
52 designee, to execute and deliver the Second Amendment to The CTL Collective
53 Bargaining Agreement to IBEW Local No. 753 and such other documents as may be
54 necessary or desirable to carry out and comply with the intent of this Ordinance.
55

56 Section 4 – This Ordinance shall be in full force and effect immediately after its
57 adoption by City Council.
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: Rhonda Lewsader, City Attorney
69

70 Approved for Council action: Jason A. Hage, City Manager
71
72

EXPLANATION TO COUNCIL BILL 2021- 152

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the Second Amendment of the Collective Bargaining Agreement, between the City and the International Brotherhood of Electrical Workers, Local 753 (IBEW Local No. 753), the Exclusive Representative for a Bargaining Unit consisting of certain classifications in the Crafts, Trades and Labor Employee Group and Salary Schedule; and to authorize the City Manager, or his designee, to execute and deliver the Second Amendment on behalf of the City to the IBEW Local No. 753.

BACKGROUND: In light of Missouri Supreme Court rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code Section 2-94, the City entered into collective bargaining with the IBEW Local No. 753, the Exclusive Representative for a Bargaining Unit consisting of certain classifications in the Crafts, Trades and Labor Employee Group and Salary Schedule. The current agreement was entered into on July 1, 2019, and was previously amended on December 22, 2020, and is being amended. The attached "Exhibit 1," reflects the Second Amendment to the Collective Bargaining Agreement and amends Article XV – 'Wages.' This Second Amendment to the agreement was reached voluntarily through the collective bargaining process. The Second Amendment is to be effective as of the date of execution by the parties.

REMARKS: The recommendations and explanations contained herein are consistent with City Council's policies.

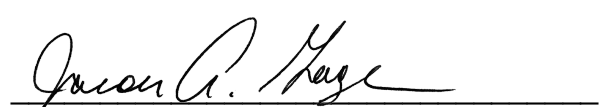
It is respectfully requested that City Council approve this Second Amendment to the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:



Darla Morrison,
Director of Human Resources

Approved by:



Jason Gage,
City Manager

Exhibit 1

SECOND AMENDMENT TO ARTICLE XV – WAGES OF THE COLLECTIVE BARGAINING AGREEMENT

THIS SECOND AMENDMENT to Article XV of THE COLLECTIVE BARGAINING AGREEMENT BETWEEN: THE CITY OF SPRINGFIELD, MISSOURI AND THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS AFL-CIO LOCAL UNION NUMBER 753 (IBEW) (the “Second Amendment”) is between The City of Springfield, Missouri (“the City”), and the IBEW.

WHEREAS, the City and IBEW are parties to a certain Collective Bargaining Agreement effective July 1, 2019 regarding a certain bargaining unit within the Crafts, Trades and Labor (“CTL”) Employee Group which was previously amended by First Amendment on December 22, 2020 (collectively, the “CTL Agreement”); and

WHEREAS, the City and IBEW wish to amend a certain provision of the CTL Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the CTL Agreement as hereinafter provided:

1. Effective as of the date of execution by the parties, Article XV – Wages, of the CTL Agreement, is hereby deleted in its entirety and the following is inserted in its place:

ARTICLE XV – WAGES

The Fiscal Year 2022 economic package for the Bargaining Unit (“economic package”) includes the following:

- (a) Effective July 1, 2021, the City will fund the Merit Steps for all Salary Grades within the Bargaining Unit contained in the Crafts, Trades and Labor Schedule (CTL) pay schedule.
- (b) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City will increase the current top step (Step 9) by two and fifty-five hundredths percent (2.55%) for all Salary Grades within the Bargaining Unit contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule.

2. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date and year first written below.

Date

THE CITY

By: _____
Jason Gage, City Manager

Date: _____

IBEW

By: _____
Tony Parrish, IBEW Business Manager

Date: _____

One-rdg. _____
P. Hrngs. _____
Pgs. 37 _____
Filed: 06-08-21 _____

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 153

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and the
2 International Brotherhood of Electrical Workers, Local No. 753 affiliated
3 with the AFL-CIO, the Exclusive Representative of a certain Bargaining
4 Unit consisting of limited employees within the Professional,
5 Administrative, and Technical ("PAT") Employee Group; and
6 authorizing the City Manager, or his designee, to execute and deliver
7 the Collective Bargaining Agreement on behalf of the City to the
8 Exclusive Representative.
9 _____

10
11 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
12 framework for certain City employees to engage in collective bargaining, and this
13 established framework is set forth in Springfield City Code Section 2-94; and
14

15 WHEREAS, the City recognizes the International Brotherhood of Electrical
16 Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW") as the sole collective
17 bargaining representative of the limited group of employees within the Professional,
18 Administrative, and Technical ("PAT") Employee Group listed on the Amended
19 Certification issued by the State Board of Mediation on June 1, 2021 in Public Case
20 10519.000 (the Bargaining Unit); and
21

22 WHEREAS, the City established a team (the "City's team") for the purposes of
23 collectively bargaining as the exclusive agent for the City; and
24

25 WHEREAS, the City and IBEW have not previously negotiated or entered into
26 any collective bargaining agreement regarding the Bargaining Unit; and
27

28 WHEREAS, the City's team met with IBEW and conferred and discussed wages,
29 benefits, and other terms and conditions of employment in order to reach a mutually
30 satisfactory Collective Bargaining Agreement; and
31

32 WHEREAS, the City's team and IBEW reached an agreement on a Collective
33 Bargaining Agreement and the City's team submits the proposed Collective Bargaining
34 Agreement to City Council for consideration and approval.
35

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

39 Section 1 – The Collective Bargaining Agreement, by and between the City and
40 IBEW, attached hereto and incorporated herein as "Exhibit 1," has been reviewed and
41 considered by City Council.
42

43 Section 2 – City Council hereby approves entering into the Collective Bargaining
44 Agreement attached hereto and incorporated herein by reference as "Exhibit 1" as a
45 final and binding Collective Bargaining Agreement between the City and IBEW.
46

47 Section 3 – City Council hereby authorizes and directs the City Manager, or his
48 designee, to execute and deliver the Collective Bargaining Agreement to IBEW and
49 such other documents as may be necessary or desirable to carry out and comply with
50 the intent of this Ordinance.
51

52 Section 4 – This Ordinance shall be in full force and effect immediately after its
53 adoption by the City Council.
54

55
56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

65
66 Approved as to form: Rhonda Lewaden, Assistant City Attorney
67

68
69 Approved for Council action: Jason R. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021-153

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("IBEW"), the Exclusive Representative of the limited group of employees within the Professional, Administrative, and Technical Employee Group listed on the Amended Certification issued by the State Board of Mediation on June 1, 2021, in Public Case 10519.000 (the Bargaining Unit).

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IBEW, the exclusive representative of the Bargaining Unit. The agreement attached to the Council bill as "Exhibit 1," reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

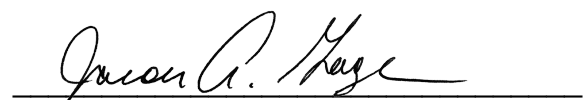
REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:



Darla Morrison
Director of Human Resources

Approved by:



Jason Gage
City Manager

Exhibit 1

Collective Bargaining Agreement Between:

The City of Springfield, Missouri

and

International Brotherhood of Electrical
Workers AFL-CIO Union Number 753,
Exclusive Representative of Limited
Employees in the Professional,
Administrative, and Technical (PAT)
Employee Group

Effective Date: July 1, 2021

TABLE OF CONTENTS

Article I: Collective Bargaining Agreement	4
Article II: Purpose of Agreement	5
Article III: Efficiency and Loyalty	6
Article IV: Severability	7
Article V: Equal Employment Opportunity / ADA / FMLA	8
Article VI: Duration and Termination	9
Article VII: Recognition	10
Article VIII: Union Security – Checkoff	12
Section 1. New Hires	12
Section 2. Dues Deduction	12
Article IX: No Strike – No Lockout	14
Article X: Management Rights	15
Article XI: Union Stewards and Representation	17
Section 1. Union Stewards	17
Section 2. Payment During Negotiations	17
Article XII: Union Representatives and Bulletin Boards	19
Section 1. Access to Premises	19
Section 2. Bulletin Board	19
Article XIII: Labor-Management Meetings	20
Article XIV: Employee Benefits	21
Section 1. Court Appearance	21
Section 2. Employee’s Injuries and Disabilities	21
Section 3. Licensing and Certification Benefits	21
Section 4. Cold Weather/Inclement Weather Gear	21
Article XV: Wages	22
Section 1. Mileage Reimbursement	22
Article XVI: General Work Provisions	23
Section 1. Out of Title Review	23
Section 2. Trading of Shifts	23
Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices	24
Article XVIII: Distribution of Discipline	25

Article XIX: Dispute Resolution Grievance Procedure	26
Section 1. Definition of a Grievance	26
Section 2. Timeliness.....	26
Section 3. Informal Dispute Resolution	26
Section 4. Grievance Handling	27
Section 5. Grievance Procedure.....	27
Section 6. Authority of the Arbitrator.....	28
Section 7. Grievance Processing and Time Limits	29
Article XX: Discipline Grievances.....	30
Article XXI: Ratification By Union	31
Article XXII: Approval of the Agreement.....	32
Exhibit A – IBEW Local Union No. 753 – Authorization for check-off from wages	34

Article I: Collective Bargaining Agreement

This Collective Bargaining Agreement (CBA) sets forth the results of completed negotiations between the City of Springfield, Missouri ("City") and the Bargaining Unit (as defined in Article VI) within the Professional, Administrative, and Technical (PAT) which is represented by the International Brotherhood of Electrical Workers, Local No. 753 affiliated with the AFL-CIO ("Union").

Article II: Purpose of Agreement

The City and the Union desiring to define their respective rights, duties, and obligations concerning wages, hours, rules, and other conditions of employment, for certain employees of the City, have agreed that this Agreement records the results of completed negotiations.

Article III: Efficiency and Loyalty

The City and the employees recognize that public acceptance of our performance and service is paramount for harmonious community relations. The employees and the public have an obligation to each other since economic and social well-being of the community is in part dependent upon the public works services furnished by the City. The City, the employees, and the community will benefit by attempting to settle differences by a balanced best interest approach.

Article IV: Severability

If any provision of this Agreement is in violation of or conflicts with any City Ordinance, the City Charter, or any State or Federal law now in effect or hereinafter to become effective, the remainder of the Agreement shall not be affected thereby.

However, the parties agree to meet as soon as possible and negotiate a replacement clause for that portion determined to be in violation of City Ordinance, State, or Federal law.

Article V: Equal Employment Opportunity /ADA/FMLA

The parties recognize the need for compliance with applicable state and federal law, including but not limited to, the Americans with Disabilities Act (ADA) and the Family & Medical Leave Act of 1993 (FMLA).

The City and the Union will not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, status as a qualified individual with a disability, religion, sexual orientation, gender identity, status as a protected veteran, or national origin, including any obligation to reasonably accommodate a qualifying disability under the ADA.

In addition, neither the City nor the Union shall interfere with the right of employees covered by this CBA to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Article VI: Duration and Termination

This CBA shall take effect as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2024, and the City and the Union shall meet at least ninety (90) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, the parties agree to meet in good faith with the intent to reach an agreement.

This CBA shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

It is understood that changes mutually agreed to in writing by the authorized representatives of the parties may be made at any time provided that the same is ratified by the Union and City Council if required.

Article VII: Recognition

Definition of Bargaining Unit. As certified by the Missouri State Board of Mediation on April 6 2017, and as further understood by the parties to this CBA, the Unit described below employed by the City of Springfield Missouri, selected Local 753 International Brotherhood of Electrical Workers, AFL-CIO, as their exclusive bargaining representative in Public Case No. R 2017-012.

Bargaining Unit: All classifications shown on the inclusions list certified as of April 6 2017, by the State Board of Mediation (and any subsequent additions or changes thereto) working in the City of Springfield Environmental Services and Public Works Departments on the Professional Administrative & Technical (PAT) salary schedule; excluding all classifications at the City not shown on the certification, including exclusion of, all probationary, contract, provisional, emergency and temporary employees of the City; all employees on the Professional, Administrative & Technical (PAT) salary schedule, including supervisory employees, not listed on the certification; and all employees of the LES, FPS, DHS and CTL (union and non-union) Employee Groups and Salary Schedules of the City. The Bargaining Unit shall also incorporate any future changes to the definition of bargaining unit that are certified by the State Mediation Board.

The classifications included in the certification at the time of this Agreement are as follows:

Environmental Services:

Assistant Wastewater Video Technician
Collection Center Technician
Inflow & Infiltration Technician
Maintenance Engineering Technician
Plant Operator Trainee
Plant Operator II
Plant Operator III
Senior Street & Sewer Const. Inspector
Senior Inflow & Infiltration Technician
Wastewater Video Technician

Public Works:

Mapping & Reprographics Technician
Senior Street & Sewer Const. Inspector
Signal Crew Worker
Signal Technician
Street & Sewer Const. Inspector
Traffic Technician I
Traffic Technician II
Senior Signal Technician

Water Pollution Control inspector II

Collection System Monitoring Technician

The City recognizes the Union as the exclusive bargaining representative of all employees within the Bargaining Unit. This Agreement shall be binding upon the City of Springfield, MO and upon all employees in the above designated Bargaining Unit.

Article VIII: Union Security – Checkoff

Section 1. New Hires

In early February and in early August, the City will provide a report to the Union containing the names of all employees hired into positions that will fall within the Bargaining Unit once the applicable probationary period has ended. In addition to the name of each such employee, the list will also include the employee number, job classification, salary grade, and department that the employee is assigned to. Additionally, as part of its new hire process, the City will provide to new hires, whose position will fall within the bargaining unit once an applicable probationary period has ended, a document provided by the Union and mutually agreed upon by the City, stating that absent instruction from the new hire, the City will share his or her address with the Union.

Section 2. Dues Deduction

Employees in the Bargaining Unit may authorize payroll deductions for the purpose of paying Union dues. Upon the Union providing an employee's appropriate written authorization to the City, the City will deduct from the employee's paycheck, bi-weekly (or every other week), Union dues, in a specific dollar amount of dues in effect at that time. The written authorization shall be on a form or forms mutually agreed upon and shall be fully filled out and properly executed by the employee prior to the Union providing said authorization to the City of an authorized dues deduction. The City agrees that it shall accept the dues authorization in either hard copy or electronic format. The current agreed to written authorization is attached to this Agreement as Exhibit A. The Union shall also provide to the City a spreadsheet, mutually agreed to, summarizing the authorized deductions in a specific dollar amount for each employee.

In early February and in early August, the City will provide a report to the Union containing the names of all employees currently within the Bargaining Unit, their employee number, current job classification, pay rate, and salary grade.

If the Union presents the City with information setting forth different amounts to be withheld for dues, and that information is provided by the fifteenth (15th) day of the preceding calendar month, then the City will change the specific dollar amount of dues to be deducted during the first payroll of March and September.

An employee may begin having dues deducted at the beginning of any calendar month provided that the City receives the appropriate written authorization described herein by the fifteenth (15th) day of the preceding calendar month, and provided that the Union notifies the City of the

specific dollar amount of dues in effect at that time and includes the specific dollar amount on the dues deduction form.

An employee who is paying Union dues pursuant to a written authorized deduction by the employee as of the date of this Agreement, or who begins to pay Union dues pursuant to a written authorized deduction thereafter, shall continue to do so unless revoked by written notification from the employee to the Union. The Union will indemnify, defend and hold the City harmless against any and all claims, demands, lawsuits, or other forms of liability or cost, including attorney fees that may arise out of or be the reason of action taken by the City in making payroll deductions.

No employee shall be discharged or discriminated against by the City or the Union because of the exercise of his or her freedom to join or refrain from joining the Union; nor shall any person or group of persons, by intimidation or coercion, compel or attempt to compel any employee to join or refrain from joining the Union.

Article IX: No Strike – No Lockout

It is agreed that during the life of the Agreement there shall be no lockout on the part of the City and no strike, work stoppage, concerted sick leave action, slowdown, or other interruption of work on the part of the Union, or employees within the Bargaining Unit, during the term of this Agreement.

The Union and the employees within the Bargaining Unit will not encourage, sanction, or approve any strike, work stoppage, concerted sick leave action, sympathetic action, slowdown or other interruption of work during the life of this Agreement. On the contrary, upon written notification by the City, the Union will actively discourage any job action (including strikes, work stoppages, sick leave action, sympathetic action, slowdowns, or other interruptions of work), and will within three (3) hours of written notice from the City, confront any members engaged in any overt or threatened display of such job action, state to the employees (with a written copy of said notice provided to the City), that such job action is unauthorized, and inform said members that they may be subject to disciplinary action by the City.

Article X: Management Rights

The City retains all rights with respect to decisions and actions affecting the operation and management of the City. Within the scope of authority delegated by the City, Management rights shall include but not be limited to, the right to:

- A. Hire, promote, transfer, assign, suspend, demote, and discipline, up to and including discharge for just cause, provided the same is conducted in accordance with the Merit Rules and City Charter;
- B. To increase or decrease the work force;
- C. To determine and implement the methods, means, personnel, and schedules by which the efficiency of the City's operations are to be maintained;
- D. To establish, revise, and implement safety and health standards;
- E. It is the general policy of the City to continue to utilize Bargaining Unit employees to perform work they presently perform. If, in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the Union in advance and meet and discuss with the Union alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the Union if the City determines that no other reasonable alternatives exist;
- F. To discontinue any and all parts of its operations;
- G. To transfer work within the Bargaining Unit;
- H. To determine the need for additional educational courses, training programs, on-the-job training, and cross training, and implementation of same;
- I. Assign any employees to such duties (subject to sufficient qualifications) for such time period as Management deems necessary;
- J. To establish, eliminate or modify new or existing job classifications and job descriptions;
- K. Adopt and enforce any rules, regulations, policies, and procedures governing the conduct of its work force; provided, however, such rules, regulations, policies, and procedures shall be uniformly and equitably enforced;
- L. To require employees to receive an FDA approved, Covid-19 vaccination as a condition of continued employment, provided that exceptions shall be provided for employees with

valid medical reasons for not taking the vaccine or who have a sincerely held religious belief that prevents the employee from receiving the vaccine. Should the City decide that it intends to exercise this management right, it will first notify the Union and meet and discuss with the Union to discuss the proposed action as well as any possible alternatives. This management right shall sunset as of June 30, 2022. However, the City shall have the right to negotiate the re-inclusion of this management right at any future negotiations, including wage reopeners.

- M. None of the foregoing expressed rights of Management are to be exercised in contradiction to the other parts of this Agreement.

The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the "Salary Ordinance," other City Ordinances, and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA. The Union further recognizes Department Policies & Procedures in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of any provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, other City Ordinances, the Charter, or policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining.

Article XI: Union Stewards and Representation

Section 1. Union Stewards

The City recognizes the right of the Union to designate Stewards under the terms of this Agreement. The City agrees to recognize up to four (4) employees within the Bargaining Unit to serve as Stewards. The Steward, as a representative of the Union, shall be instructed as to the nature of their responsibilities both in representing the employees to the City and in interpreting the provisions of this Agreement to the employees. There shall be no discrimination by the Employer against the Stewards because of their performance of duties as Steward.

Stewards shall perform their functions on non-working time whenever possible. However, the parties recognize this will not always be possible or desirable. When circumstances compel that the Steward perform their functions on working time, they will do so in such a manner as not to unreasonably conflict with either their own duties or the duties of others. In all cases, during working hours, the Steward shall inform the Department Head of where they are going and the grievance which is involved and obtain permission before leaving their own work assignment or interrupting the work of another employee. Any steward acting as a member of the bargaining unit's observer during that member's grievance or disciplinary hearing, shall not be required to use personal leave provided that the amount of time spent for such activities does not exceed four (4) hours per month. For any additional time needed per month, the use of personal leave by the employee shall be required.

Stewards may be called upon to attend Steward training which may require their absence from duty with the City. Any Steward may be allowed up to eight (8) hours per calendar year to attend any such training provided that the full eight hours occurs in one day; the Steward provides at least seven (7) calendar days' notice; and provided that permission is granted by a proper representative of the City. Any such absence will be without pay. The Union recognizes that a Steward's absence may have a detrimental impact on the ability of a City crew to perform work functions, and therefore, the Union agrees to schedule Steward training outside of normal work hours when reasonably possible.

Section 2. Payment During Negotiations

The City shall pay no more than four (4) employees, as designated by the Union, during negotiations. The Union shall bear the responsibility of compensating any additional employees it wishes to have attend negotiations. Additionally, if the Union wishes to have more than four employees participate, the Union agrees it will confer with the City and mutually agree to any number in excess of four employees so that operations are not effected.

Any employee attending a negotiation session shall request and receive permission from their supervisor before attending. Payment for all negotiations or discussions will be for normal scheduled pay only and such hours shall not be included for overtime purposes.

The employee will normally be paid for negotiations on the basis of up to one-half (1/2) hour before the scheduled start of any session and continuing up to one-half (1/2) hour following the end of any session, less any meal times taken during any session, but in no event for more than six (6) hours per day and then only for such part falling within the employee's normal work day.

Article XII: Union Representatives and Bulletin Boards

Section 1. Access to Premises

Authorized representatives of the Union shall have reasonable access to the work locations of the City before or after shifts, or during non-working hours, provided such access does not interfere with the efficient operation of the City, and the Director of Human Resources is notified of entry to the work locations.

Section 2. Bulletin Board

The City shall provide bulletin boards at mutually agreed to locations in areas accessible to all members for the purpose of posting Union notices and other relevant information. Any and all postings shall comply with any and all City notices, memorandums, policies, or rules, related to appropriate and acceptable content as issued by the City, and as may be amended from time to time.

Article XIII: Labor-Management Meetings

The Union and the City mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held from time to time between the Union and the City. Such meetings will be held up to four (4) times per year. Should either party desire a meeting, it should request a meeting at least seven (7) days in advance, and the meeting shall be held at a time so as to not negatively impact work activity and efficiency. Regardless, should a matter of significance arise that both parties mutually agree warrants a special meeting, a special meeting will be held.

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed at labor-management meetings.

Up to two (2) stewards appointed by the Union, and knowledgeable in the respective area to be discussed, may attend any labor-management meeting without loss of pay (for up to two (2) hours) if the meeting is scheduled during the member's normal duty time. Supervisors shall approve the absence except in emergency situations.

Article XIV: Employee Benefits

Section 1. Court Appearance

An employee within the Bargaining Unit will be allowed to be absent for actual time required while appearing in response to a subpoena by any court provided that the employee has adequate leave and provides at least seven (7) calendar days' notice to his or her supervisor. Documentation of the subpoena may be required by the supervisor in his or her discretion.

Any time an employee is required to appear in court at the request of the Attorney for the City of Springfield, the employee will be paid at the applicable wage rate.

Section 2. Employee's Injuries and Disabilities

If an employee within the Bargaining Unit is injured while on duty, the City will work with the employee to return the employee to work in the same classification with the same seniority rights; provided, that there is no break in service and provided that such employee is physically able to return to the same work.

Section 3. Licensing and Certification Benefits

An employee within the Bargaining Unit who is required to have a Missouri Commercial Driver's License (CDL) to operate a City vehicle as part of their required job duties, and an employee who is required to have professional licensures or professional certifications that are job related and required as part of their job duties, will be reimbursed for the cost of acquiring a CDL, professional licensure, or professional certification if acquired after the first date of employment with the City, and will be reimbursed thereafter for any additional required endorsement or renewal thereof regardless of when their CDL, professional licensure, or professional certification was first acquired. It is understood by both parties that this provision does not require the City to reimburse any employee for the cost of a state issued driver's license.

Section 4. Cold Weather/Inclement Weather Gear

In addition to the parameters of Administrative Memorandum No. 25, Clothing Allowance, employees performing job assignments outdoors during the winter months, or during inclement weather, will be eligible for City issuance of insulated outer-wear or foul weather gear upon initial employment and thereafter, as needed, due to normal circumstances necessitating replacement.

Article XV: Wages

The economic package for the Union (IBEW Local 753) for Fiscal Year 2022 shall include:

- (a) Effective during Fiscal Year 2022, the City will fund the Merit Steps for all Salary Grades associated with the Union classifications within the bargaining unit and contained in the Professional, Administrative, and Technical (PAT) Employee Group and respective salary schedule.
- (b) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City will create a new Step 10 for all Salary Grades within the Bargaining Unit contained in the Professional, Technical, and Administrative (PAT) salary schedule that will include a base amount of two and one half percent (2.5%) increase above the base amount of the previous top step (Step 9).
- (c) Effective July 4, 2021, with a corresponding pay date of July 22, 2021, the City shall provide a two percent (2%) occupational series market pay increase to the base pay rate for bargaining unit classifications assigned to the Plant Operations Occupational Group.
- (d) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2022. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.
- (e) The Union may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least thirty (30) days before the commencement of such successor negotiations. The dates for negotiations shall be set by or before March 1, 2023. Should the Union request it before the commencement of negotiations, the City shall provide the Union a cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the Merit Steps.

Section 1. Mileage Reimbursement

The City will pay guaranteed mileage reimbursement at the then current IRS rate for use of a personal vehicle when responding to an emergency call in.

Article XVI: General Work Provisions

Section 1. Out of Title Review

If an employee acts in a classification higher than his or her present classification, other than as supervisor, in excess of sixty percent (60%) of his or her regular work hours in any twelve (12) month period, he or she may request a review of the out-of-title appointment.

Section 2. Trading of Shifts

A shift employee may occasionally trade shifts with another shift employee in the same classification, upon prior approval by the supervisor(s) involved; provided, that no additional overtime payment results due to this trade.

Article XVII: Merit Rules, Administrative Memorandums, and Department Policies/Practices

The City Charter, Ordinances, Merit Rules, Administrative Memorandums, and departmental policies and procedures for the City of Springfield, all as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control so long as the contrary provision is not a City Charter provision. If an Ordinance, Merit Rule, City Administrative Memorandum, or departmental policy or procedure is changed by the City during the term of this Agreement that affects this Agreement, the City will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations. Should the City and the Union not reach agreement on any change that affects this Agreement, the parties understand that Article XIX, Dispute Resolution Grievance Procedure, shall apply.

Article XVIII: Distribution of Discipline

Allegations of behavior or conduct that may warrant dismissal, demotion, suspension, or reduction in compensation, will first be addressed with a pre-disciplinary letter to the employee followed by a pre-disciplinary hearing. The pre-disciplinary letter to the employee will include relevant information including facts, alleged violations, and potential consequences.

A copy of the final signed pre-disciplinary letter must be forwarded to the attention of the Director of Human Resources to be included in the employee's personnel file.

The employee must be given twenty-four (24) hours' notice from the time the letter is delivered until the time the employee's pre-disciplinary hearing is held. The employee is entitled to bring an individual of their choice to the meeting to act as an observer. The meeting will not be delayed in the event the individual whom the employee chose is unable to attend. An employee may elect to submit a written response to the allegations rather than attend the pre-disciplinary meeting.

After the pre-disciplinary hearing, the City will make a determination as to whether discipline will be imposed. An employee who is disciplined may grieve the discipline as addressed separately in Article XX, entitled "Discipline Grievances."

Article XIX: Dispute Resolution Grievance Procedure

Section 1. Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excludes discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article XX.

Grievances may be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the employee, or one (1) employee representing a group of employees, present at any step of the grievance procedure, and the employee is entitled to Union representation at each step of the grievance procedure upon his or her request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the employees seeks a similar type of remedy.

A grievance shall contain a statement of the Union's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Section 2. Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or the Union) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

Section 3. Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his or her immediate supervisor. The employee shall make his or her complaint to his or her immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his or her assigned work task, and complain later. The Union may initiate grievances at Step 1 described in Section 5.

Section 4. Grievance Handling

No employee or Union representative shall leave his or her work assignment to investigate, file or process grievances without first securing permission of his or her supervisor. In the event of a grievance, the employee shall always perform his or her assigned work task and grieve his or her complaint later, unless the employee reasonably believes that the assignment endangers his or her immediate safety or the safety of others. Grievances shall not be investigated by the employee or the Union during working hours unless mutually agreed to by the City and the Union.

Section 5. Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the Union shall decide whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the City's designated representative for handling grievances, for the department applicable to the employee, no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the City's representative or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The City's representative shall respond in writing to the grievant and the Union representative within five (5) calendar days following the meeting. If the City does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the City's representative to the appropriate Department Director or designee. Within ten (10) calendar days thereafter, the Department Director or designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department Director or designee shall respond in writing to the grievant and the Union within ten (10) calendar days following the meeting.

Step 3:

If the Union is not satisfied with the response of the Department Director or designee, it may either file a written request for arbitration or request that the Human Resources Director (or his or her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held at the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding upon the arbitrator. The City and the Union shall have the right to request the arbitrator to require the presence of witnesses and documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

Section 6. Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him or her by the parties and shall have no authority to make a decision on any issue not so submitted. The arbitrator shall be without

power to make decisions contrary to or inconsistent with applicable Federal or State law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Article shall be final and binding.

Section 7. Grievance Processing and Time Limits

- A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Article XX: Discipline Grievances

If a member of the bargaining unit is disciplined by being discharged, demoted, suspended without pay, or subject to reduction in compensation, and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide: (1) whether to appeal the discipline and request a hearing before the Personnel Board; or (2) waive in writing his or her right to an appeal and hearing before the Personnel Board and instead, request a final decision from the City Manager. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days from the date the option for hearing was waived. If the employee is not satisfied with the City Manager's decision resulting from either of these two options, then he or she may file a grievance with the Union or pursue his or her right of appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision. If a grievance is filed, the Union will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Section 5, Step 4 and Section 6 of Article XIX, entitled "Dispute Resolution Grievance Procedure". If the Union declines to arbitrate the grievance, the employee may nevertheless retain his or her right to appeal the decision to Circuit Court. An arbitrator's decision will be final and binding. An employee whose disciplinary grievance is advanced to arbitration must waive in writing his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo.

Article XXI: Ratification By Union

The City shall have no obligation to submit a proposed agreement to the City Council until the Union has certified to the City that the majority of its members within the Bargaining Unit have ratified the proposed agreement.

Article XXII: Approval of the Agreement

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union and on behalf of the City's bargaining team.

IBEW LOCAL UNION NUMBER 753

Date

By _____
Tony Parrish, IBEW Business Manager

Name Printed

THE CITY OF SPRINGFIELD, MO

Date

By _____
Jason Gage, City Manager

Name Printed

EXHIBIT A

IBEW Local Union No. 753 – AUTHORIZATION FOR CHECK-OFF FROM WAGES

I, _____, do hereby freely and affirmatively consent, authorize, and direct the City of Springfield to deduct from my wages and transfer to IBEW Local Union No. 753 ("Local 753" or the "Union") all dues, fees and assessments properly due and payable pursuant to the terms of the Collective Bargaining Agreement and Union By-Laws. These amounts to be deducted shall be amounts currently in effect pursuant to the terms of the collective bargaining agreement or By-Laws of the International Brotherhood of Electrical Workers Local 753 or whatever amounts may be hereafter established under future CBAs or By-Laws of Local 753, with such amounts being stated in writing to the City of Springfield by the Union.

This authorization is voluntarily made by me, knowingly and freely, and with the specific understanding that the signing of this authorization, or the refraining from signing any authorization, is not a condition of my present or future employment with the City of Springfield, nor is it conditioned on my present or future membership in the Union.

This authorization and assignment shall be freely revocable by me. To terminate this authorization, I must provide written notice to my employer and the Union. This authorization shall automatically renew itself annually.

Employee Number

Employee Name - Print

Signature

Date

One-rdg. _____
P. Hrngs. _____
Pgs. 81 _____
Filed: 06-08-21 _____

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 154

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and
2 International Association of Fire Fighters, Southern Missouri
3 Professional Fire Fighters Local 152 Association, the Exclusive
4 Representative of a certain bargaining unit within the Springfield Fire
5 Department; and authorizing the City Manager, or his designee, to
6 execute and deliver the Collective Bargaining Agreement on behalf of
7 the City to the Exclusive Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognized and continues to recognize the International
15 Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152
16 Association ("IAFF") as the exclusive collective bargaining representative of a certain
17 bargaining unit within the Springfield Fire Department by Special Ordinance 26344; and
18

19 WHEREAS, the City established a team (the "City's team") for the purposes of
20 collectively bargaining as the exclusive agent for the City for collective bargaining; and
21

22 WHEREAS, the City and IAFF are parties to a certain Collective Bargaining
23 Agreement effective December 22, 2020, which expires June 30, 2021, and which
24 requires the City and IAFF to meet in good faith to attempt to negotiate a new
25 agreement; and
26

27 WHEREAS, the City's team met with IAFF and conferred and discussed wages,
28 benefits, and other terms and conditions of employment in order to reach a mutually
29 satisfactory successor Collective Bargaining Agreement; and
30

31 WHEREAS, the City's team and IAFF reached an agreement on a successor
32 Collective Bargaining Agreement which has been submitted to City Council for
33 consideration and approval.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38 Section 1 – The Collective Bargaining Agreement, by and between the City and
39 IAFF, attached hereto and incorporated herein as “Exhibit 1,” has been reviewed and
40 considered by City Council.
41

42 Section 2 – City Council hereby approves entering into the Collective Bargaining
43 Agreement attached hereto and incorporated herein by reference as “Exhibit 1,” as a
44 final and binding Collective Bargaining Agreement between the City and IAFF.
45

46 Section 3 – City Council hereby authorizes and directs the City Manager, or his
47 designee, to execute and deliver the Collective Bargaining Agreement to the IAFF and
48 such other documents as may be necessary or desirable to carry out and comply with
49 the intent of this Ordinance.
50

51 Section 4 – This Ordinance shall be in full force and effect immediately after its
52 adoption by the City Council.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63 Approved as to form: Rhonda Lewsader, City Attorney
64

65 Approved for Council action: Jason R. Hage, City Manager
66
67

EXPLANATION TO COUNCIL BILL 2021-154

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and International Association of Fire Fighters, Southern Missouri Professional Fire Fighters Local 152 Association, ("IAFF"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the IAFF, the Exclusive Representative of a certain Bargaining Unit within the Springfield Fire Department. The agreement attached to the Council Bill as "Exhibit 1" reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

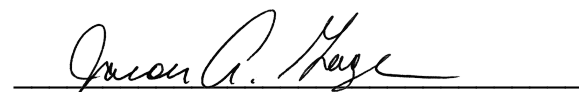
It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

**SOUTHERN MISSOURI PROFESSIONAL FIRE
FIGHTERS LOCAL 152**

**THE BARGAINING UNIT OF THE
SPRINGFIELD FIRE DEPARTMENT**



EFFECTIVE DATE: JULY 1, 2021

Table of Contents

PREAMBLE	3
ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS	4
SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE.....	4
SECTION 1.02 – MANAGEMENT RIGHTS	5
SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE	6
SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS.....	7
SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS.....	9
SECTION 1.06 – DISCRIMINATION	11
SECTION 1.07 – UNION REPRESENTATION	12
SECTION 1.08 – DISPLAY OF UNION INSIGNIA	14
SECTION 1.09 – POLITICAL ACTIVITY	15
SECTION 1.10 – RESIDENCY	16
SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING	17
SECTION 1.12 – IMPACT BARGAINING	18
ARTICLE 2 – WORKING CONDITIONS	19
SECTION 2.01 – PREVAILING RIGHTS	19
SECTION 2.02 – HOURS OF DUTY	23
SECTION 2.03 – PERSONNEL REDUCTION	25
SECTION 2.04 – PROMOTIONS AND HIRING	27
SECTION 2.05 – PERSONNEL TRANSFERS	30
SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE.....	32
SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING	36
SECTION 2.08 – NON-SCHEDULED WORK.....	37
SECTION 2.09 – EXTREME WEATHER	41
SECTION 2.10 – APPARATUS STAFFING	42
ARTICLE 3 – COMPENSATION	45
SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM.....	45
SECTION 3.02 – WAGES	47
SECTION 3.03 – SPECIALTY TEAMS.....	501
SECTION 3.04 – HEALTH INSURANCE.....	545
SECTION 3.05 – PENSION AND RETIREMENT	556
SECTION 3.06 – MODIFIED DUTY	567
SECTION 3.07 – STEP RAISES	578
SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS.....	60
SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES.....	601
ARTICLE 4 – LEAVE	612
SECTION 4.01 – VACATION	612
SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY	634
SECTION 4.03 – FLOATING HOLIDAYS	645
SECTION 4.04 – KELLY DAYS	656
SECTION 4.05 – PIN DAYS	667
SECTION 4.06 – SICK LEAVE	678
SECTION 4.07 – MILITARY LEAVE	70

ARTICLE 5 – CONDITIONS OF THE AGREEMENT	701
SECTION 5.01 – EQUAL OPPORTUNITY	701
SECTION 5.02 – SAVINGS PROVISION	712
SECTION 5.03 – PERIOD OF THE AGREEMENT	723
SECTION 5.04 – REOPENING CLAUSE	734
SECTION 5.05 – NO STRIKE/NO LOCKOUT	745
SECTION 5.06 – CALENDAR DAYS	756
SECTION 5.07 – SUBSTITUTION OF UNION TITLE	767
SECTION 5.08 – APPROVAL OF THE AGREEMENT.....	778

PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as “the City”, and the Bargaining Unit of the Springfield Fire Department of the Southern Missouri Professional Fire Firefighters Local 152, hereinafter referred to as “the Union.”

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences if and when they may arise; and to establish standards of wages, benefits, hours, and other conditions of employment.

ARTICLE 1 – LABOR AND MANAGEMENT RELATIONS

SECTION 1.01 – JOINT LABOR-MANAGEMENT COMMITTEE

Also known as the DEPARTMENT RELATIONS COMMITTEE

There shall be a Department Relations Committee (DRC) consisting of a combination of the following members or their designee: the Fire Chief, Chief Officers, Union President, Union Executive Vice-President, Union Secretary-Treasurer and Shop Stewards. The DRC shall:

1. Meet upon mutually agreeable dates with a recognized goal of meeting at least every other month to discuss all matters of mutual concern, including but not limited to all budgetary items, long range planning, policy changes or new policies, all matters of health and safety, training objectives, public relations, working conditions, and processes that lead to the filling of vacancies such as hiring and promotions. An agenda for DRC meetings shall be agreed upon in advance whenever possible and presented to each party within two (2) calendar days prior to the agreed upon meeting date;
2. Review and analyze reports of work-related accidents, deaths, illnesses (with the written consent of the employee), and injuries (with the written consent of the employee). Make immediate and detailed investigations of each accident, death, or injury to determine fundamental cause in accordance with PPM 4.P50. Make written recommendations to modify and add rules and procedures to further promote the avoidance of such incidents in the future;
3. The goal of DRC is to promote open communication and discussion, but in no way shall it impede management rights. Agreements may be reached which shall neither violate nor amend this CBA, the Merit Rules, or City Charter, and which do not impinge on authority vested in others; however, agreement on the resolution of DRC items shall not be required.

SECTION 1.02 – MANAGEMENT RIGHTS

The Union and the City agree that the goal of any fire protection service or emergency operation requires clear management authority and freedom to make rapid decisions and to operate in an efficient manner. It is further understood and agreed that this Agreement constitutes the whole agreement of the parties concerning wages, hours and working conditions and that all decisions or matters not expressly provided for in this Agreement are reserved exclusively to the City. The Union recognizes the Merit Rules and Administrative Memorandums issued by the City Manager, the “Salary Ordinance,” and the City Charter of the City of Springfield in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA. The Union further recognizes the Operating Guidelines and Policies & Procedures of the Springfield Fire Department in effect at the date and time this CBA is ratified (and as may be modified from time to time), with the exclusion of provisions expressly identified within this CBA.

If the City makes changes to the Merit Rules, Salary Ordinance, Charter, and policies that impact the wages, hours, and working conditions of the bargaining unit, these changes shall be subject to impact bargaining as defined in Section 1.12 (Impact Bargaining) of this CBA.

The Union recognizes that all management functions not specifically limited by this Agreement are vested exclusively in the City. Such functions include, but are not limited to: apparatus deployment; fire station planning; relocation, and operational status; the direction of the working force; the utilization of employees on any work assignment; the right to hire, reprimand, discipline, transfer, promote, demote, layoff, and discharge employees; to determine the number or complement of employees required at any work location, or on any job; to set work schedules or change schedules already set; to control overtime and the necessity of an employee working overtime; to make and implement reasonable rules and regulations; and do all other management and operation of the City.

Any of the management’s rights, powers, functions, or authority which the City had prior to the signing of this Agreement with the Union are retained by the City, except as to those rights, powers, functions, or authority which are specifically and expressly abridged or modified by this Agreement.

SECTION 1.03 – CLASSIFICATION OF BARGAINING REPRESENTATIVE

Pursuant to and in accordance with the provisions of Section 105.500 to and including Section 105.530 of Missouri Revised Statutes, 1978, as amended, and, limited to those requirements contained therein, the City hereby recognizes the Union as the exclusive bargaining representative in the unit as follows:

Bargaining Unit: For an appropriate unit consisting of full-time employees (Firefighters, Equipment Operators, Rescue and Salvage Specialists, Fire Lieutenants, Fire Captains, Training Captains, and Fire Marshals) of the Springfield, Missouri Fire Department, but specifically excluding Administrative Support Staff, Heavy Equipment Technicians, Fire and Life Safety Educators, Fire Protection Review Specialist, Battalion Chiefs, Division Chiefs, Assistant Chiefs, and the Fire Chief.

The Union reserves the right to petition for other positions or future positions to be included within the bargaining unit in the event the Union feels a community of interest exists. The Union shall first seek voluntary recognition from the City pursuant to any applicable City ordinance in effect. If recognition is not granted, the Union may petition the State Board of Mediation for unit clarification.

SECTION 1.04 – PAYROLL DEDUCTION OF UNION DUES AND OTHER ASSESSMENTS

Dues

The City shall deduct from the wages of each employee's first monthly paycheck who has authorized such deduction in writing, the Union dues, in a specific dollar amount, for that month in an amount certified in writing by the Union and the employee as the specific dollar amount of dues in effect. All amounts deducted for the monthly dues, initiation fees and assessments shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly dues and the amount of the initiation fee, the Union shall provide written certification of any change in the amount of the monthly dues and/or the amount of the initiation fee prior to the effective date(s) of same. The Union shall also provide written certification of any assessment prior to the effective date(s) of same.

Insurance

In addition to the foregoing deduction, the City shall deduct on the first paycheck of the month such other amounts which the Union certifies to the City in writing as insurance premiums made by the Union against its members. These insurance premiums, if the employee elects to purchase coverage, shall be for life, cancer, dental, and/or vision insurance. All amounts deducted for insurance premiums shall be mailed to the Union's address within thirty (30) calendar days after the issuance of the first paycheck of the month from which it was deducted, or within three (3) calendar days if the Union allows an ACH deposit.

Except for initial written certification of the amount of the monthly insurance premiums, the Union shall provide written certification of any change in the amount of the insurance premiums at least thirty (30) calendar days prior to the effective date(s) of same. For each employee who elects union-provided insurance, the Union will supply the City with one deduction amount for all pre-tax premiums and one deduction amount for all post-tax premiums for each employee. The City will not deduct separate amounts for each union benefit. The Union shall recognize employees enrolled in the City's cafeteria plan and will not ask for changes to an enrolled employee's premium without a qualifying event, except during open enrollment. For union-provided insurance, open enrollment is to take place during the calendar month of November with the coverage and premiums to be effective the following January.

PAC

In addition to the foregoing deduction, the City shall deduct biweekly a PAC fund contribution. This shall be consistent with the form in Appendix A, which was the result of a prior legal settlement between the Union and the City.

Roster

The Union shall provide the City at all times with an up-to-date list of its members with deductions. At the Union's request, the City will provide the Union with certain employee/retiree data so that the Union may properly facilitate its administration of Union benefits for active and retired members. The data the City will provide for each category is as follows:

- Data for Active Employees will include full name, last known address on file, and City service date. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Terminated Employees will include full name, employee number, position, organization, employee category, termination date, adjusted service date, and final process date. Data will be provided to the Union in a bi-weekly report generated by the City's Human Resources Department.
- Data for Springfield Police Officers' and Fire Fighters' Retirement System Retirees will include name, last known address on file, and the date of retiree's first day of retirement. Data will be provided to the Union annually in a report generated each January capturing the preceding year's data.
- Data for Missouri LAGERS Retirees is not available through the City; thus, no report will be generated.

Indemnification

The Union shall warrant and defend, indemnify and hold the City harmless from and against any and all claims, demands, suits, damages or other forms of liability, including expenses, court costs and attorney's fees, that may arise out of or by reason of any actions taken or not taken by the City in reliance upon certification provided by the Union to the City, and actions taken by the City, pursuant to the provisions of this section or in reliance upon any other information provided by the Union to the City, including signature cards and lists of members, which are provided for the purpose of complying with any of the provisions of this section.

SECTION 1.05 – UNION BUSINESS, MEETINGS, AND BULLETIN BOARDS

A Springfield Fire Department employee elected to the position of the Union President or Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shops, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, scheduled meetings between the Union and City of Springfield Management and/or Fire Administration, and to meet with a firefighter and/or immediate family members of a Springfield Firefighter during the first twenty-four (24) hours of a serious on-duty injury or line of duty death. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Secretary-Treasurer shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

A Springfield Fire Department employee elected to the position of the Union Executive Vice President shall be granted time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employee's leave time balances to attend Union meetings for the Springfield shop, Executive Board meetings for the Springfield shop, DRC meetings with the Springfield Fire Department, and scheduled meetings between the Union and City of Springfield Management and/or Fire Administration. Any time in excess of eight (8) hours will require the advance written approval of the Fire Chief.

Springfield Fire Department employees elected or appointed to the positions of Vice President and member of the CBA negotiating team shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for all meetings which are mutually set by the City of Springfield and the Union, and for attending scheduled Union-Management committee meetings, referenced in Section 1.01 (Joint Labor-Management Committee, a/k/a DRC) of this Agreement, for which they are members.

Springfield Fire Department employees elected or appointed to the positions of District Vice President shall be allowed time off work, up to eight (8) hours per month, during their regularly scheduled work hours, which shall be paid and shall not count against the employees' leave time balances for attending Local 152 Executive Board Meetings.

Whenever possible, said employees shall notify their assigned supervisor of the need to be absent from duty at least twenty-four (24) hours prior to its occurrence. Exceptions of less than twenty-four (24) hours' notice must be approved by the Fire Chief or his/her designee.

Once per year (or under special circumstances under the approval of the Fire Chief), the Union shall be permitted to place ballot boxes in an agreed upon location in the various work sites and Fire Stations for the purpose of conducting Union elections. The Union shall be permitted to hold emergency Union meetings in the Fire Stations with prior written approval of the Fire Chief. Except for these emergency meetings and the provisions for Union officers listed above, no employee can attend a Union meeting or activity while on duty.

All Union officers shall be permitted to engage in reasonable Union-related telephone conversations and answer and send emails on their personal devices while on duty, as long as those actions do not interfere with or distract from the normal daily operation of the Fire Department.

The City shall furnish a bulletin board and provide space for it in designated locations in each work area for the exclusive use of the Union. The Union shall limit the posting of notices, bulletins, posters, information and/or other printed matter to said bulletin boards. With the exception of fire stations used as polling places (where signage will be permitted on Election Day as permitted by law) no political campaign material is permitted at the Fire Stations, including on the bulletin boards.

SECTION 1.06 – DISCRIMINATION

Neither the Union nor the City shall discriminate against, intimidate or coerce, compel or attempt to compel any employee to join or refrain from joining the Union. There shall be no discrimination, interference, restraint, or coercion by the Union, or the City of Springfield or Fire Department Management against any employee for his or her activity or inactivity, on behalf of or membership in the Union. Anyone eligible for membership in the Union shall not be refused membership.

SECTION 1.07 – UNION REPRESENTATION

Interview Rights

During an investigatory interview or any other meeting where a member employee of the bargaining unit feels disciplinary action against said employee could result, the employee shall have the right to exercise Interview Rights as follows:

1. The employee must make a clear request for Union representation before or during the interview. The employee cannot be punished for making this request.
2. After the employee makes the request, the City or its representative must choose from among three options:
 - Grant the request and delay questioning until the Union representative arrives and (prior to the interview continuing) the representative has a chance to consult privately with the employee;
 - Deny the request and end the interview immediately; or
 - Give the employee a clear choice between having the interview without representation or ending the interview.
3. If the City or its representative denies the request for Union representation, and continues to ask questions, the employee has a right to refuse to answer. The employer may not discipline the employee for such a refusal.
4. Any Union Representative present for an investigatory interview conducted pursuant to City of Springfield Administrative Memorandum #45, Policy Statement Against Workplace Harassment or conducted due to a confidential complaint being made against the employee shall keep the contents of the investigatory interview confidential. Information learned from investigatory meetings shall only be discussed between the individuals directly responsible for the representation of the investigated member and the individual being investigated.

Garrity Warning

For the purpose of questioning a bargaining unit member employee to obtain information, which will assist in the determination of whether disciplinary action is warranted, and where the employee's direct or indirect actions or failure to act could lead to criminal proceedings, an employee may make a written request for a Garrity Warning. The employee, once given a Garrity Warning, shall answer the questions directed towards them in the matter. The City shall have the right to discipline the employee for refusing to answer the questions.

During the course of the questioning or meeting, even if the employee discloses information which indicates that he or she may be guilty of criminal conduct in the matter, unless the information was disclosed in a public forum or is otherwise required to be disclosed by process of law or court

order, neither the self-incriminating statements nor the fruits thereof, shall be used against the employee in any criminal proceeding.

Loudermill Rights

In addition to Merit Rule 12 “SEPARATION AND DISCIPLINARY ACTIONS,” before the decision is made by the City to terminate, demote, suspend, or reduce pay for disciplinary reasons to a non-probationary employee, the City shall offer due process to the employee. The City shall inform the bargaining unit employee in writing of the charges and evidence against said employee, and allow the employee to answer the charges, as provided for in the Merit Rules, in a pre-disciplinary hearing. The employee shall have the right to Union representation, as an observer, during the meeting, or may choose an individual of his or her choice to attend the hearing, as an observer. If the employee is to have legal representation (who will only be permitted to act as an observer) during any meeting with the City, the employee shall inform the City of this decision at least twenty-four (24) hours before the meeting.

At the conclusion of the interview, the union representative may be allowed to engage in discussion, but in no way shall the union representative interfere with management’s right to engage the employee in asking questions regarding the charges or with the employee’s obligation to answer the question regarding the charges. The purpose of the hearing is to allow the employee to respond to the charges against him or her.

SECTION 1.08 – DISPLAY OF UNION INSIGNIA

The IAFF Maltese Cross insignia will be displayed in good taste and shall not distract from the appearance that is expected of professional Fire Fighters. It is understood that only active members of the IAFF will be permitted to place said logos on their uniform.

The IAFF Maltese Cross insignia may only be worn or displayed as follows:

1. Class A, B and C Uniform Shirts: Small red and gold IAFF Maltese Cross purchased from the Union may be worn approximately one inch above the name tag, if the Union employee chooses to do so;
2. Firefighting Helmet: Small (approximately 2" x 2") decal to be placed on back of the helmet, if the Union employee chooses to do so;
3. Fire Apparatus and Vehicles: No more than two (2) IAFF decals (approximately 3" x 3") placed on windows, one (1) on either side of the engines, trucks, rescues, and staff vehicles that have a Union member assigned to that vehicle. Chief Officer and staff vehicles assigned to non-Union members are exempt;
4. Picture Boards: The insignia (approximately 3" x 3") shall appear on each picture board; and
5. Plaques and Certificates: Shall be displayed tastefully in fire stations at the Fire Chief's discretion.
6. Breast Cancer Awareness: Pink shirts worn during October each year for breast cancer awareness and fundraising shall display the Union insignia and can be worn by Union and non-Union members.
7. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of Fire Station 10. This sign will be limited to this location and is 8' x 8'. The sign must be removable.
8. A sign bearing the IAFF logo shall be allowed to be hung in the apparatus bay of the City fire stations. The signs will be limited to 4' x 4'. The sign must be removable.
9. A sign bearing the approved Fire Station district logo shall be allowed to be hung in the apparatus bay of the Fire Stations. These signs shall be limited in size to 4' x 4'. The sign must be removable.
10. Material for the signs shall not be paid for by the City, nor shall material for the construction or maintenance be purchased from the designated station budgets. All signs must be removable.

The IAFF Maltese Cross insignia may be displayed on the left sleeve on uniform T-shirts at the employee's discretion and with the approval of the Fire Chief.

SECTION 1.09 – POLITICAL ACTIVITY

The employees shall comply with federal and state laws and unless otherwise superseded by law, current Administrative Memorandums (and amendments thereto) and all provisions of the City Charter, regarding political activity.

SECTION 1.10 – RESIDENCY

The City shall not impose residency requirements for employees within the bargaining unit of the Union.

SECTION 1.11 – MERIT RULE CHANGES AND EFFECT BARGAINING

The Merit Rules for the City of Springfield, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects this Agreement, the Employer will meet with the Union, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

SECTION 1.12 - IMPACT BARGAINING

If the City makes changes as set forth in Paragraph 2 of Section 1.02 (Management Rights), the City will provide the Union with thirty (30) calendar days' advance notice whenever feasible.

Upon written request from the Union, the City will bargain with the Union over the impact of the change on the wages, benefits, and other terms and conditions of employment for employees in the bargaining unit.

Upon receipt of such notice, the Union may request additional information.

Failure to request bargaining within seven (7) calendar days after notification shall result in a determination that the Union has waived its right to negotiate over the impact of the changes.

ARTICLE 2 – WORKING CONDITIONS

SECTION 2.01 – PREVAILING RIGHTS

All rights and privileges belonging to Union members and governing their working conditions are stated below in this section:

1. Employees may use non-emergency telephones for personal calls and may use departmental computers for personal use provided such use complies with the City of Springfield Administrative Memorandum #37, Computer Use Policy;
2. The City shall provide furnaces, water heaters, and air conditioners for all occupied portions of the station except for the apparatus bay and keep said equipment in proper working order so as to maintain a mutually agreeable level of comfort;
3. In the kitchen the City shall furnish and maintain a stove, three (3) refrigerators, one (1) microwave oven, kitchen table, chairs, dishwasher, pots, pans, forks, knives, spoons, can-openers, toaster, coffee pot, dishtowels, clock, dish soap, dishwasher soap, and shelving. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
4. In the day room of the fire station the City shall furnish a television, DVD player, basic cable television service, at least one (1) chair (including recliners) for each employee on shift at that station, tables, and other furniture mutually agreed to by the parties. All items shall be maintained in a timely manner by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
5. In bedrooms the City shall furnish beds, mattresses, pillows, linens, blankets, nightstands, and window coverings. Recliners referenced in section four (4.) above may be placed in the bedrooms upon the agreement of the three (3) regular Fire Captains assigned to the station. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
6. Each station shall have at least one (1) locker room with one (1) locker for each employee assigned, or, an individual sleeping area with storage closet for each employee assigned;
7. Each station shall have private sleeping quarters for company officers, and a private restroom for company officers. Existing stations without these accommodations will be grandfathered and acceptable as-is; however, all new stations must have these accommodations;
8. At each fire station the City shall provide fitness equipment consisting of at least one (1) treadmill, one (1) rowing machine, one (1) bench press with bar and weights,

one (1) set of kettle bells ranging from twenty (20) pounds to fifty (50) pounds, and dumb bells ranging from ten (10) pounds to sixty (60) pounds in five (5) pound increments (Or as mutually agreed to during the DRC process), to allow all members on duty to exercise;

9. In the bathrooms the City shall provide toilet paper, soap, paper towels, toilets, sinks, towel racks, and showers and shower curtains/doors. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place. Reasonable accommodations will be made for male and female employees;
10. City shall provide suitable parking spaces at no charge to the employees. The parking area is to have adequate lighting;
11. City shall provide transportation or compensation for travel consistent with the City of Springfield Administrative Memorandum #1, Mileage Allowance, for on-duty Fire Department business;
12. Employees may prepare and eat meals at customary times when it does not interfere with the provision of Fire Department emergency services. Employees shall be granted additional time to prepare and eat meals in the event customary meals are interrupted by Fire Department activities;
13. Personal visitors may be allowed in the fire station Monday through Saturday prior to 5:00 p.m. for thirty (30) minutes. After 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules, employees may be allowed personal visitors at the fire station for up to ninety (90) minutes provided the visitors do not interfere with departmental activities. In no case will visitors be allowed in the station past 9:00 p.m. Visits of a longer duration or after 9:00 p.m. must be approved by a Chief Officer on a case-by-case basis;
14. Employees may use the day room and television, prepare and eat meals, sleep, work on individual interests, exercise, use personal computers and other electronic devices, read, or other non-defined personal projects after 5:00 p.m. on Monday through Saturday, on Sundays, and Holidays designated by the City in the Merit Rules. Activities must not interfere with Fire Department activities and shall not violate other City rules;
15. City shall furnish an outdoor barbecue grill. All items shall be maintained by the City and when replaced, the replacement shall be of substantially equal or better quality than currently in place;
16. City shall furnish all badges, name tags, and collar brass. Items shall be replaced on an as-needed basis, except in cases of negligence or deliberate destruction. An employee shall surrender his or her badge upon termination or resignation, with the exception of the employee receiving a retirement through age and service or through disability;

17. Employees shall be provided training in the use of standard Fire Department and emergency medical equipment;
18. The implementation of new equipment or procedures shall not be completed until in-service training has been provided;
19. Employee Assistance Program (E.A.P.) shall be provided to active employees by the City within the limits set by the E.A.P. program;
20. For the employees in the Fire Operations Division, the City shall provide full turnout gear including helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. An additional turnout coat and pant shall be provided for employees in the Fire Operations Division. City shall replace any turnout gear. Fire helmets, turnout coats, pants, and suspenders shall be replaced, regardless of wear, at least every ten (10) years. Once the coat and pants are ten (10) years old, they shall be retired;
21. For Fire Marshals, the City shall provide personal protective equipment appropriate for the duties assigned, and may include helmet, coat, pants, boots, suspenders, gloves, hood, and air mask in accordance with NFPA and OSHA standards in effect at the time of purchase. City shall replace any issued personal protective equipment. The City shall provide duty belts, bulletproof vests, side arms, less-lethal weaponry, tools, and flashlights as needed based on assignment. These items shall be replaced by the City as needed;
22. The Employer shall not cause a loss of base pay due to a transfer required by the Employer;
23. Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer;
24. An Employee may accept outside employment in accordance with the Merit Rules. Approval of outside employment shall not be unreasonably withheld;
25. Employees shall have access to view their personnel file in the office of Human Resources during normal business hours;
26. Employees hired before 1998 shall not be required to hold or maintain an EMT license. Employees hired in or after 1998 or employees holding the rank of Rescue and Salvage Specialist shall be required to hold and maintain an EMT-B license but may hold a higher EMT license. Employees holding the rank of Fire Marshal shall be exempt from this requirement;
27. On-Call Fire Marshals shall be allowed to have a take-home vehicle when on-call;
28. Members assigned to an administrative detail shall be allowed to engage in physical fitness activities up to two (2) hours per week while on duty;

29. Fire Marshals may use available lockers, showers, and laundry machines at any City fire station or training facility.

SECTION 2.02 – HOURS OF DUTY

Fire Operations Division Employees

The hours of duty for each Fire Operations Division employee shall begin at 7:00 a.m. Each shift shall be on duty twenty-four (24) hours. All employees shall be ready to work at 7:00 a.m., in uniform and ready to respond to emergency calls at all times for the remainder of their shift. Employees work a three (3)-platoon twenty-four (24)-hour shift schedule. The shift rotation is as follow: A, B, and C. The Daily Work Schedule within the Policy and Procedure Manual in effect at the date this Agreement is memorialized unless otherwise modified through the DRC process shall govern daily activities.

Shift employees in the Fire Operations Division may be relieved in a reasonable time prior to the end of their shift by the on-coming shift employee; however, the on-coming shift employee shall not be entitled to compensation for voluntarily relieving the off-going employee early. When these reliefs occur, they are considered substitution or time-trading and recognized as de minimis by FLSA rules, and shall not require paperwork or prior supervisory approval.

Administrative Detail Employees

Employees assigned to administrative detail, which shall include but not be limited to the Training Division, the Community Risk Reduction Division, or modified duty, shall work a forty (40)-hour week. The 7k exemption shall not apply to employees assigned to administrative detail, and these employees shall be non-exempt employees eligible for overtime or comp time if required to work beyond forty (40) hours in a week.

Employees assigned to an administrative detail and on a forty (40)-hour work week may be assigned to work ten (10) hours per day, four (4) days per week; or assigned to work eight (8)-hour days, five (5) days per week at the direction of the Fire Chief. The current Fire Marshals (as of October 4, 2013) shall have the option for either work week. These workdays shall generally be between Monday and Friday. Normal work hours will generally begin as early as 7:00 a.m. and end as late as 6:00 p.m. The City reserves the right to occasionally schedule outside the normal work schedule when departmental operations require. Personnel assigned to an administrative detail may be given an unpaid lunch period of no less than thirty (30) minutes and no more than sixty (60) minutes and shall be given paid rest period of fifteen (15) minutes every two (2) hours.

The City shall not assign a Firefighter, Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, or Fire Captain to administrative detail on a forty (40)-hour week unless:

1. The employee is placed on modified-duty due to a work-related illness or injury;
2. The employee and Fire Administration mutually agree on the reassignment;
3. The employee is reassigned pending an investigation and possible pre-disciplinary process;
4. The employee is reassigned as part of a disciplinary process;

5. The employee is reassigned to attend mandatory training in order to meet his or her job description;
6. The employee is unable to satisfactorily pass an SCBA mask fit test;
7. The employee is reassigned to attend professional development academies based on fire academy cohort beginning with recruit class 8-17, to include: Equipment Operator Academy, Truck Company Academy, Rescue Academy, Basic Officer Academy, and Advanced Officer Academy; or
8. The employee, as a member of a special operations team, is to attend and complete mandatory special operations team training, unless released from training, to include training required for the Hazardous Materials Team, Water Rescue Team, or Technical Rescue Team. This training includes:
 - Water Rescue Team: Swiftwater Rescue Technician, and Swiftwater Board Operations.
 - Hazardous Materials Team: Hazardous Materials Technician.
 - Technical Rescue Team: IFSAC certification in Rope Core, 6.1, and 6.2), Confined Space Technician, Trench Rescue Technician, Structural Collapse Rescue Operations and Technician.

Employer shall not cause a loss of base pay due to a transfer required by the employer.

Due to the result of a mandatory transfer, the employee shall be guaranteed leave time up to either two (2) calendar days before or two (2) calendar days after any leave previously scheduled before the transfer.

SECTION 2.03 – PERSONNEL REDUCTION

In the event that economic circumstances require the City to consider a reduction in personnel, the City shall notify the Union in writing at least forty-five (45) calendar days prior to such time as said layoff may occur. Upon receipt of said notification, the City and the Union shall promptly meet with the express intent to reach an agreement to avoid or minimize a layoff or reduction in force. If an agreement cannot be reached and a layoff is required, the following process will be followed:

For purposes of selecting the order of layoffs, if no agreement is reached, seniority in the Fire Department shall be the sole determining factor with layoffs beginning with the least-tenured department employee.

In the event that an agreement regarding the implementation of layoffs cannot be reached between the Union and the City, and if a Department employee is selected to be displaced by a layoff, the City shall give the employee the opportunity to fill a vacant position in accordance with the following rules:

1. If a vacancy of the same job classification exists in the Fire Department, the employee shall assume that position or be laid off. If one or more employees are eligible for its position, the vacancy shall be filled by the employee having the greatest departmental seniority.
2. If no vacancy in the same job classification exists in the Fire Department, the displaced employee has the option of filling a vacancy in a lower-graded position in the Fire Department, provided the employee agrees to meet the minimum requirements established for the position within twelve (12) months of accepting the reassignment. If the employee fails to meet the minimum requirements after twelve (12) months, they will immediately be laid off with no recall provisions. If one or more employees are eligible for the position, the vacancy shall be filled by the employee having the greatest departmental seniority.
3. If no vacancy in the same job classification exists and the displaced employee chooses to not fill a vacancy in a lower-graded position, then the displaced employee may bump into a lower-graded position, within the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.
4. Any employee bumped by Paragraph 3. above shall have the right to bump into a lower-graded position in the Fire Department, which he or she previously held; provided, however, such displaced employee shall be qualified for that position and has greater departmental seniority than the employee having the least departmental seniority in that job classification.

5. Bump Back up Provision: When a vacancy occurs in a promoted position in the Fire Department as a result of layoffs or reduction in force, and when that vacant promoted position is to be refilled, the bumped-back employee, who previously held that rank and having the highest departmental seniority among any other bumped-back employees who previously held that rank, shall be bumped back up into that promoted position and rank. The bumped-back-up employee shall be placed at the step and grade closest to a ten percent (10%) increase over the step and grade of his or her current position (the bumped-back position), or shall be placed at the step and grade held at the time the bump back took place, whichever is the higher amount. In order for an employee to be eligible to be bumped back up, the employee must maintain proper training in the rank he or she once held, and this training shall be offered by the Fire Department.

Recall of Personnel from Force Reduction

A laid off employee shall be placed on a recall list for a period not to exceed one (1) year. Employees who have been laid off and are subject to recall shall remain eligible to participate in department-specific classroom training without pay, in order to maintain certifications required if recalled to their previous position. If there is a recall, employees who are still on the recall list shall be recalled in order of the highest departmental seniority who are qualified for the job classification which is subject to the recall, and if returned to the same job classification, placed at the step and level of benefits which they had held at the time of their layoff. Employees must be qualified to perform the work, at the time of recall as existed at the time of layoff, without further training, in the job classification to which they are recalled. Employees who are eligible for recall shall be given fourteen (14) calendar days' notice, prior to their first scheduled shift day. Notice of recall shall be sent to the employee via certified mail, to the employee's last address on file, with a copy of the notice being sent via mail to the Union. The recalled employee must notify the Fire Chief in writing, within three (3) calendar days of receipt of the recall notice of his or her intent to return to work. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, with return receipt requested, to the address provided by the employee. It is the obligation and responsibility of the employee to provide the City's Human Resources department with his or her current ailing address. The City shall withdraw the employees' recall notice and remove the employee from the recall list, if no response is provided after three (3) calendar days from their receipt of the certified mail or after the US Postal Services exhausts their last attempt to deliver the certified mail.

An employee, who is recalled from layoff prior to one (1) year from layoff, will not be required to complete a probationary period upon recall or pass the new hire physical ability test.

SECTION 2.04 – PROMOTIONS AND HIRING

The City and the Union agree to conform and comply with the Merit Rules regarding:

1. The postings of promotional and hiring opportunities within the bargaining unit;
2. The appeal process related to a promotional selection process. Additionally, whenever a promotional selection process includes a written exam, a practical exam and/or an assessment center, candidates are allowed the opportunity to submit a written appeal in the manner described below.

For an appeal related to a written exam, the Human Resources Department must receive a written appeal within three (3) calendar days after the completion of the written exam. The Human Resources Department will consider an appeal from a written exam and make a determination prior to the next phase of the promotional testing process at issue. For an appeal related to a practical exam and/or assessment center, the Human Resources Department must receive the written appeal within five (5) calendar days from the date of the last feedback session. The Human Resources Department will consider an appeal from a practical exam and/or assessment center result and make a determination prior to any promotional appointment being made.

3. Prior to the establishment of a promotional or hiring list, an employee with an overall passing score shall be awarded these seniority points:
 - Zero (0) points for less than five (5) years' service with the City of Springfield;
 - One (1) point for five (5) or more years, but less than ten (10) years' service with the City of Springfield;
 - Two (2) points for ten (10) or more years, but less than fifteen (15) years' service with the City of Springfield;
 - Three (3) points for fifteen (15) or more years, but less than twenty (20) years' service with the City of Springfield;
 - Four (4) points for twenty (20) or more years' service with the City of Springfield; After a score is established, which shall include seniority points, a list shall be established in accordance with the Merit Rules;
4. The Fire Department shall not exercise the "Rule of Three" (See Merit Rule 7.2, Certification of Eligibles) to fill promoted positions within the bargaining unit, but may exercise the "Rule of Three" to hire new employees or to promote personnel outside the bargaining unit even if a member of the Union is competing to be hired or to be promoted outside the bargaining unit. The Fire Chief shall promote down the established list, filling the first vacancy with the highest scoring candidate based

on whole number scores. In the event two or more candidates have a tied score, the Fire Chief may interview the candidates with the tied score prior to a promotional offer being made, and select the tying candidate of his choice;

5. In the event the Fire Department is compelled to pass over a candidate at the top of a promotional list, the criteria contained within Merit Rule 6.6 “Removal of Names from the Register” must apply;
6. The City and the Fire Department shall continue to utilize the probationary period for employees promoted within the bargaining unit, compliant with existing Merit Rules;
7. The City and the Fire Department shall establish a one (1)-year probationary period for newly hired firefighters. This “New Hire Probationary Period” shall not be extended beyond the one (1)-year period, unless the employee suffers a work-related injury or illness and/or misses a substantial amount of work where his or her performance cannot be adequately evaluated. With such an injury or illness, the Fire Chief may extend “New Hire Probationary Period” not to exceed the amount of time the employee was absent due to the incident;
8. In the event a promoted employee does not pass the probationary period, the promoted employee shall be returned to the position held immediately prior to the promotion. This shall not displace any other employee. The employee will be allowed Union representation throughout the process, but may not appeal the decision through the grievance process set forth in this Agreement or through the Personnel Board;
9. In the event a newly hired Firefighter on probation does not pass the probationary period, the Firefighter on probation will be allowed Union representation and be informed that he or she did not pass the probationary period. The Firefighter on probation will have the option to immediately resign or be terminated. The terminated Firefighter on probation shall not be granted the grievance process;
10. In the event the City or the Fire Department does not fail an employee or extend an employee’s probationary period by the end of the probationary period, the employee will be considered to have passed the probationary period.
11. Employees in place in the Rescue and Salvage position as of December 31, 2020, will not be removed from their assignment due to their inability to obtain the Certification in the CBA, however, this does not apply to maintaining the certifications they currently possess.
12. The normal life of a valid promotional register (Eligible List) for the bargaining unit shall be a minimum of one year from the date of establishment with an option to extend for an additional six months at the discretion of the Fire Chief.

Temporary Vacancies

The Fire Department shall fill temporary vacancies in the position of Equipment Operator, Rescue and Salvage Specialist, Fire Lieutenant, and Fire Captain with qualified Out-Of-Title personnel.

The Fire Department shall not fill temporary or permanent vacancies in the position of Firefighter with non-Springfield Fire Department personnel.

SECTION 2.05 – PERSONNEL TRANSFERS

For the purpose of this section, a transfer is an official move of an employee's work assignment requiring paperwork to be sent to, and signed off by, the Human Resources Department. It does not include the daily arrangement of staffing of a temporary nature to ensure adequate staffing levels.

It is the express intent of this section to put in place a process that significantly limits the annual number of involuntary transfers, with the stated goal of this section to maintain an annual number of total involuntary transfers of employees with more than four (4) years' continuous service with the Fire Department to less than five percent (5%) of the workforce. For the purpose of this section, an "involuntary transfer" will be defined as the rotation of non-probationary personnel with greater than four (4) years of service in the Fire Department for reasons other than request, promotion, or demotion of that employee, and the employee provides written notice to the Assistant Chief of Emergency Services that the transfer was involuntary. This is not subject to the grievance/arbitration procedure.

With the exceptions found in this Article, transfer decisions are a management right. Prior to management making transfers (including when a position becomes vacant), an email notification will be sent to all employees notifying them that the transfer(s) are under consideration. Employees may make a written request through their chain of command to transfer to a different shift, station, apparatus, or to join a special operations team where they would continue to operate in the same job classification. The request will only be considered for that transfer period. In extenuating circumstances, management may make transfers without the required notification of all members, but only after notifying the Union that it will be occurring. All transfers will be based upon departmental needs, such as:

1. By request of an employee.
2. Balancing the number of personnel at each station and on each shift due to retirements, resignations, promotions, transfers or vacancies.
3. Making initial assignments for personnel graduating the Fire Academy.
4. Professional development of the employee.
5. Personnel matters, including disciplinary action.
6. Special Operations Team assignments (assign, add to, remove from, or rotate personnel).
7. Making promotions, demotions, and lateral transfers.
8. Opening, closing, or relocating fire stations.
9. Adding, moving, or eliminating fire companies.

Limitations

1. Transfers will not be made for retaliatory or discriminatory reasons.
2. Upon request, the Employer will provide its justification for a transfer decision.
3. Seniority will be one of the factors that the Employer takes into account in making transfer decisions.
4. In the event that an employee with more than four (4) years' continuous service with the Fire Department will be transferred involuntarily, the merits of the transfer must be reviewed by the Fire Chief and Union President. This is not subject to the grievance/arbitration procedure.
5. Employee preference will be one of the factors that the employer takes into account when making transfer decisions.

Lateral Transfers and Voluntary Demotions

All lateral transfers and voluntary demotions will comply with SFD Policy and Procedure 12.L50, Lateral Transfer and Voluntary Demotion, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.06 – DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE

Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the Union or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning demotion, suspension, loss of base pay, or discharge are addressed separately in “GRIEVANCE PROCEDURE” below. Grievances concerning written or oral reprimands that do not result in demotion, suspension, loss of base pay, or discharge shall be handled as defined herein, provided, however, that such grievances are not subject to the arbitration procedure or Personnel Board.

Grievances shall be processed by the Union on behalf of an employee, on behalf of a group of employees, or the Union itself. Either party may have the grievant or one (1) grievant representing a group of grievants present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the, same or similar issues apply to all employees in the group and the grievance seeks a similar type of remedy.

A grievance shall contain a statement of the Union’s position, the Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a Union representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or Union) became aware of or reasonably should have become aware of the occurrence, whichever is later. Untimely grievances are waived.

Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The Union may initiate grievances at Step 1 described below.

Grievance Handling

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of the Fire Chief or his designee. In the event of a

grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. The employee shall not be allowed overtime compensation for meetings associated with a grievance that occur outside their normal work schedule.

Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure contained in this Article, the Union shall make a determination whether it should be pursued based upon the merits of the grievance, and if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor, unless the parties agree to a written extension thereof. If the Union decides to skip Informal Dispute Resolution, then it shall present a written grievance to the Department's designated representative within the time frame outlined in the "Timeliness" section above. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, The Department's representative or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the Union Representative within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof. If the Department does not respond within the time limits, the Union may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Fire Chief or his designee. Within ten (10) calendar days thereafter, the Fire Chief or his designee shall meet with the grievant and the Union Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Fire Chief or his designee shall respond in writing to the grievant and the Union within five (5) calendar days following the meeting, unless the parties agree to a written extension thereof.

Step 3:

If the Union is not satisfied with the Fire Chief's Response, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the Union elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the Union's request. Within ten (10) calendar days of receiving the Human Resource Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the Union may demand in writing that a grievance be submitted to arbitration no later than ten (10) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not timely advanced are waived.

Step 5:

Within twenty (20) calendar days after the matter has been submitted to arbitration, a representative of the City and the Union shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the Union. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Step 6:

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the Union. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) calendar days following the hearing and shall be final and binding.

Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

Grievance Processing and Time Limits

- A. Up until the date an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

Disciplinary Grievance Procedure

- A. If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit system Rules, except as modified herein. Within fifteen (15) calendar days of the effective date of the discipline, the employee must decide:
 - 1. Whether to request a hearing before the Personnel Board; or
 - 2. Waive in writing his or her right to a hearing before the Personnel Board and instead, request a final decision from the City Manager.
- B. If the employee waives the hearing before the Personnel Board, the City Manager will make a decision no later than fifteen (15) calendar days.
- C. If the employee is not satisfied with the City Manager's decision, he or she may file a grievance with the Association or pursue his or her right to appeal to the Circuit Court. The decision to file a grievance must be made no later than fifteen (15) calendar days after receipt of the City Manager's decision.
- D. If a grievance is filed, the Association will decide within fifteen (15) calendar days whether to demand arbitration of the grievance, and if so, the grievance will be arbitrated according to the procedures of Steps 5 and 6 and Authority of the Arbitrator. An arbitrator's decision will be final and binding. If the Association declines to arbitrate the grievance, the employee may nevertheless retain his right to appeal the decision to Circuit Court.
- E. An employee whose disciplinary grievance is advanced to arbitration must waive his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 RSMo. in writing, Nothing in this Section shall preclude one of the parties from appealing the ruling of the Arbitrator, if such appeal is permitted by law.

SECTION 2.07 – SHIFT EXCHANGE/TIME TRADING

Employees may time trade under the provisions of SFD Policy and Procedure 12.T50, Time Trading, and any future amendment thereto mutually agreed upon through the DRC process.

SECTION 2.08 – NON-SCHEDULED WORK

Guidelines for Non-scheduled Work

Employees not yet relieved of duty shall remain on-duty to ensure the apparatus remains at minimum staffing.

Employees dispatched to an emergency that carries them past the end of their shift shall remain on-duty until the assignment is completed or until relieved.

In the event the Fire Department must call in an employee, the Department will attempt to fill the vacancy with an employee of equal rank. To ensure adequate staffing the Department shall:

1. First utilize the call-in list to attempt to find an employee who will voluntarily report to work;
2. If a qualified employee on the call-in list cannot be called in, the Department shall then utilize the mass alert system to contact employees. The first qualified employee to respond to the alert shall be used to fill the vacancy;

If necessary, the mass alert system shall be used to send a maximum of two (2) messages to obtain needed staffing. The first message will specify the staffing needed, the duration, and location. If required, the second alert will specify that it is the final request for staffing, specifying the staffing needed, the duration, and location;

3. If the required staffing need is not filled through the mass notification system and mandatory overtime is used, a third message will be sent indicating that members who had been placed on holdover have now been placed on mandatory overtime due to insufficient staffing;
4. If a qualified employee does not respond to the alert, then the Department shall utilize the roster to contact employees and can mandate that a qualified employee return to work.

Off-duty employees shall not be required to stand by or to be on-call with the exception of Fire Marshals. Off-duty employees shall not be required to carry communication devices, and shall not be required to answer their phones.

In the event the Fire Department issues an order for the employee to report to a site or enter information on a personal computer, then the time in which the employee carries out these orders shall be compensable at the regular rate of pay.

In the event an employee is physically unable to safely perform the duties required for overtime, the employee shall be obligated to state that he or she is "sick." The employee shall be exempt from being required to work that overtime assignment; however, the Fire Chief may order the employee to provide a doctor's note once the employee may safely report to a medical appointment.

In the event an employee is physically unable to report to work due to being out of the region, the employee shall advise the officer who is making the call-back of an estimated date and time in which the employee could report to work. If the employee's presence is still required, the employee shall be exempt from being required to work until that estimated time is reached.

An additional Fire Marshal called in to assist with an emergency or investigation shall be entitled to pay as referenced in Section 3.01 (FLSA, Overtime, & Payroll System) herein.

Call-In List

A call-in list shall be agreed upon between the Union and Fire Administration.

The Fire Department shall maintain the call-in list, one for the Fire Operations Division and one for the rank of Fire Marshal. Employees desiring overtime may add their name to the call-in list on the day in which overtime is desired, indicating their rank, any membership to a specialty team, a contact number and desired times in which overtime can be worked.

The supervisor given the authority to call in personnel for overtime purposes shall call personnel of the appropriate rank in which the vacancy exists listed on the day in which overtime is needed.

Employees may not enter their name on the call-in list to where it automatically repeats from day to day for indefinite periods of time.

If an employee cannot work during the times he or she has indicated on the call-in list, the employee should make every effort to remove their name from the list while on duty. If the employee is unable to do so, the employee shall contact the on-duty Battalion Chief. If the employee is off-duty when they realize a change is to be made to the call-in list, the employee shall not be entitled to overtime to come to a worksite to make these changes, and the employee shall not experience negative consequences for not making these changes while off-duty.

If an employee, who is on the call-in list, and who is contacted prior to 9:00 a.m., refuses to voluntarily report to work and had reasonable opportunity to remove their name from the call-in list, then that employee shall be given an oral reprimand. The oral reprimand shall be documented and maintained in a departmental file. The oral reprimand shall not be committed to the employee's Human Resources' personnel file. A second refusal within a rolling twelve (12)-month period shall result in the employee being denied the opportunity to enter their name on the call-in list for a period of twelve (12) months.

No call-in is considered mandated unless a Chief Officer specifically states prior to the employee accepting the assignment that the employee is mandated to report to work.

Training Captains

Employees in the role of Fire Captain in the Training Division may sign up on the Operations Division call-in list. Call-in shall not interfere with the normally assigned work schedule.

Training Captains are not eligible for call-in within 12 hours of the start of their normally assigned shift.

Fire Marshal – On-Call

Merit Rule 19.2.3 “Emergency Calls – Fire Marshals Assigned On-Call” shall apply to Fire Marshals on-call and as they are called upon. At least one (1) Fire Marshal shall be on-call during the following times:

1. Continuously from 6:00 p.m. Friday evening until 6:00 p.m. Sunday evening, each and every week;
2. From 6:00 a.m. until 6:00 a.m. the following day on: New Year’s Day, Presidents Day, Martin Luther King, Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving, and Christmas; and
3. From 7:00 p.m. until 7:00 a.m. the following day on New Year’s Eve;
4. Unless otherwise agreed upon through the DRC process.

Fire Marshals shall pick on-call time in the month of December for the following calendar year in a fair and equitable way agreed upon by the majority of Fire Marshals. Picking shall continue in this rotation until all on-call time slots are covered. Fire Marshals may trade on-call time slots with each other or give a time slot to another Fire Marshal if the trading parties are in agreement. While on-call, Fire Marshals must be within thirty (30) minutes of the City limits.

Fire Marshals who voluntarily accept routine call-in outside their normal work schedule during the work weeks where there is a holiday that is recognized by the CBA, Fire Administration will pay the extra hours at the rate of time and one-half (1 1/2) for the actual hours worked with no minimum number of hours. This does not impact Merit Rule 19.2.3 related to Fire Marshals working assigned on-call.

Fire Marshal Occupancy Checks

Normal staffing for when the Fire Department tasks a Fire Marshal with conducting occupancy checks is at least one (1) Fire Marshal. The Department may assign an additional Fire Marshal as conditions warrant.

Fire Marshal Response

A Fire Marshal who is not in an on-call status, and who responds for service upon request as a second certified bomb technician, or as a second certified fire investigator, shall receive a minimum of four hours guaranteed overtime at the rate of time-and-one-half, regardless of incident duration. These hours shall not overlap the normally assigned work hours.

Travel Between Stations

In the event an employee is called in to work at a location other than the employee's assigned fire station, the employee will be considered on the clock at the time the employee arrives to his or her assigned station to retrieve turnout gear and necessary traveling gear, and shall remain on the clock until the assignment is completed.

Honor Guard

In the event a request is made to the Fire Department by the family of the deceased to have the Honor Guard present at a funeral that is within one-hundred (100) road miles of the City for a member or former member of the Springfield Fire Department, the Fire Department shall send a minimum of four (4) Honor Guard members to the funeral, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

In the event the Fire Department elects to participate in a parade, four (4) members of the Honor Guard shall participate in the parade along with an apparatus designated by the Department.

Four (4) members of the Honor Guard shall take part in the annual Fallen Fire Fighter Memorial in Kingdom City, Missouri. The Honor Guard members to participate in these events may be pulled from on-duty members of the Honor Guard if doing so does not bring staffing below minimum levels, or off-duty members of the Honor Guard may be called in. Irrespective of the foregoing, the Fire Department will not mandate any member of the Honor Guard to participate in an event. If there are not four (4) Honor Guard members willing to participate in an Honor Guard event, no Honor Guard will be sent, unless otherwise agreed upon by the Fire Chief and Union President for a specific event.

SECTION 2.09 – EXTREME WEATHER

While Firefighters must perform emergency duties in all weather conditions, extreme weather can create unreasonable risks for some activities. Employees shall not engage in training and drills conducted outside during extreme weather conditions. Extreme weather conditions include:

- Outside training requiring the use of turnout gear. Training requiring turnout gear may not occur when the temperature is at or below twenty degrees (20°) Fahrenheit, to include the wind chill, or above ninety degrees (90°) Fahrenheit based upon the National Weather Service.

Training and drills may be conducted indoors during inclement weather conditions provided the indoor conditions fall within the parameters established above.

Since non-training activities do not require the use of turnout gear, outdoor community risk reduction, public education or public relations events or apparatus demonstrations that require personnel to be outdoors for more than thirty (30) consecutive minutes, will not be conducted during the following weather conditions:

- Wind Chill temperatures at or below 20 degrees Fahrenheit or above 100 degrees Fahrenheit based upon the National Weather Service for more than two hours.

Training, public education/apparatus demonstrations, and other similar activities will not be conducted outdoors under the following conditions:

- Winds (sustained or gusts) in excess of 30 mph based upon the National Weather Service.
- Heavy rain.
- During heavy snowfall, sleet, or icing.
- When thunder is first heard or lightning is first observed and will not resume until 30 minutes after the last observation.

Exceptions to this provision may be granted on a case by case basis with the approval of the Fire Chief and the Union President.

When necessary, live burn training that occurs as part of the Fire Academy is exempt from the low temperature requirements of Section 2.09 (Extreme Weather).

SECTION 2.10 – APPARATUS STAFFING

The following applies to apparatus staffing levels within the bargaining unit. The Fire Department shall be committed to having at least two (2) Chief Officers or “Acting” Chief Officers on duty at all times. One of these Chief Officers may be the “On-Call” chief. Exceptions to staffing requirements as specified below include transit of on-duty personnel to scheduled meetings or department training. Out-of-service apparatus are not prohibited from responding to an incident due to staffing levels below the minimums.

The Department shall be normally staffed with the following positions:

- Thirty-six (36) Fire Captains;
- Nine (9) Fire Lieutenants;
- Eighteen (18) Rescue and Salvage Specialists;
- Forty-five (45) Equipment Operators;
- Ninety-Six (96) Firefighters;
- Five (5) Fire Marshals; and
- Three (3) Fire Training Captains.

For the purpose of this section, the term “Acting” refers to a member of the Fire Department of a different rank who has completed the qualification to perform the duties of the position they are filling consistent with the appropriate SFD Policy and Procedure. It is management’s right to objectively determine who qualifies as being able to competently perform the duties.

Fire Engines & Truck Company Staffing:

The minimum staffing level for each in-service engine or truck shall be:

1. One (1) Fire Captain or “Acting” Fire Captain; or One (1) Fire Lieutenant or “Acting” Fire Lieutenant
2. One (1) Equipment Operator or “Acting” Equipment Operator; and
3. One (1) Firefighter or “Acting” Firefighter.

Each in-service fire engine and truck company will be staff with at least the minimum staffing level each day.

Light Rescue Staffing:

The minimum staffing level for an in-service light rescue shall be:

1. One (1) Rescue and Salvage Specialist; and
2. One (1) Rescue and Salvage Specialist or “Acting” Rescue and Salvage Specialist.

Heavy Rescue Staffing:

The minimum staffing level for an in-service heavy rescue shall be either:

1. One (1) Fire Captain, Fire Lieutenant or “Acting” Fire Captain;
 2. Two (2) Rescue and Salvage Specialists; and
 3. One (1) “Acting” Rescue and Salvage Specialist;
- or
1. One (1) “Acting” Fire Captain that is a Rescue and Salvage Specialist;
 2. One (1) Rescue and Salvage Specialist; and
 3. Two (2) “Acting” Rescue and Salvage Specialists.

Squad Staffing:

The minimum staffing level for a squad will be:

1. One (1) Equipment Operator or “Acting” Equipment Operator; and
2. One (1) Rescue Specialist or “Acting” Rescue Specialist.

*Management may implement a Squad on a trial basis with the intent of evaluating the effectiveness of a unit to respond to medical emergencies during peak demand times in order to keep fire apparatus in-service. The details of the implementation will be subject to the DRC process.

Air Van Staffing:

The minimum staffing level for an air van shall be:

1. One (1) Equipment Operator; or
2. One (1) “Acting” Equipment Operator.

Water Rescue Staffing:

The Water Rescue apparatus shall be cross staffed by qualified Water Rescue personnel. When such emergency or training occurs, fire companies at the Water Rescue station(s) shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Water Rescue apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Hazardous Materials Staffing:

The Hazardous Materials apparatus shall be cross staffed by qualified Hazmat personnel. When such emergency or training occurs, fire companies providing staffing for the Hazardous Material Team shall be taken out of service if the staffing level drops below minimum.

For emergency responses, if the driver of the Hazmat apparatus is of the rank of Firefighter, then the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, then the Firefighter shall receive a full shift of Out-Of-Title pay. In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Support Vehicles

Support vehicles are not normally staffed; however, qualified on-duty personnel may be tasked with driving and operating these apparatus as needed for both emergency and non-emergency purposes. For emergency responses, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the emergency is twelve (12) hours or less. If the duration of the emergency is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

For snowplow operations, if the driver of these apparatus is of the rank of Firefighter, the driver shall receive one-half (1/2) shift Out-Of-Title pay if the duration of the plowing is twelve (12) hours or less. If the duration of the plowing is longer than twelve (12) hours, the Firefighter shall receive a full shift of Out-Of-Title pay.

In the event the Firefighter responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the Firefighter shall be entitled to one (1) full shift of Out-Of-Title pay.

Bomb Squad Staffing:

For Bomb Squad response to incidents outside city limits, a minimum of two (2) Fire Marshals shall be required.

Special Events Staffing:

Should an additional fire company be needed for Special Event coverage, the minimum staffing for special events shall be one (1) Fire Captain or "Acting" Fire Captain, or one (1) Fire Lieutenant and "Acting" Fire Lieutenant, one (1) Equipment Operator or "Acting" Equipment Operator, and one (1) Firefighter or "Acting" Firefighter. Additional apparatus and personnel may be assigned if deemed necessary by the Fire Chief.

ARTICLE 3 – COMPENSATION

SECTION 3.01 – FLSA, OVERTIME & PAYROLL SYSTEM

The pay for all non-exempt uniformed personnel (personnel eligible for overtime) shall meet or exceed the minimum standards of the Fair Labor Standards Act (FLSA).

Pay Periods

The employees of the Fire Department shall be paid bi-weekly, with the pay date being on the Thursday immediately following the pay period which just ended. In the event that the Thursday pay date is a federal or banking holiday, then the pay date shall take place on the closest business day before the regular Thursday pay date.

For employees within the bargaining unit that are assigned a 56 hour per week schedule, the two week pay period shall include hours worked throughout a period starting on a Sunday at 7:00 am and ending two weeks later on a Sunday at 6:59:59 am. For employees within the bargaining unit that are assigned a 40 hour per week schedule, the two week pay period shall include hours worked throughout a period starting at midnight / 12:00 am on a Sunday and ending two weeks later on a Saturday at 11:59:59 pm

Overtime Calculations

In accordance with 29 CFR 553.230, the Fire Department shall consider a “work period” as lasting twenty-eight (28) calendar days. Non-exempt non-administrative employees shall be entitled for overtime at a rate of time and a half (1 1/2) of their regular rate of pay for all time worked above two-hundred and twelve (212) hours in the twenty-eight (28) day work period. Overtime hours shall be based on actual hours worked and shall meet or exceed the standards set out in FLSA. The overtime rate of pay shall be time and a half (1 1/2) of the regular rate of pay as defined by the FLSA.

The Fire Department may schedule overtime for various events, training, or other purposes. If the overtime is voluntary, then the employee shall be paid at the regular rate of pay.

Employees who are requested to report to work from the call-in list and who report to work shall be paid at the regular rate of pay. Employees who are mandated to report to work from the call-in list and who report to work shall be paid at time and a half (1 1/2) of the regular rate of pay.

An employee, who is mandated to continue working past his or her scheduled shift, or mandated to come in early for their shift for any reason, shall be paid at a rate of time and a half (1 1/2) of the employee’s regular rate of pay for actual time worked. This provision shall be in accordance with the Merit Rules.

If an employee is mandated to work additional hours not continuous with their normal work hours, the employee shall be paid for a minimum of four (4) hours at a rate of time and a half (1 1/2) of the employee’s regular rate of pay. However, if the employee voluntarily continues to work past

his or her scheduled shift or voluntarily reports to work when called in, the employee shall be paid at the regular rate of pay for the actual hours worked.

If an employee is mandated to continue working past his or her scheduled shift for any reason, and then volunteers to work beyond the time when they were mandated to do so, they will be paid at the rate of time and one half (1 1/2) of the employee's regular rate of pay until the time when they had the option to leave; after which, they will be paid at their regular rate of pay for the remainder of the time worked.

Deductions

Provided that all Union provided benefits are submitted and deducted as provided for in Section 1.04 (Payroll Deduction of Union Dues and Other Assessments), the following may be deducted from wages at no cost to the employee unless specified below:

1. Federal and State Withholding Taxes;
2. FICA (Social Security) & Medicare;
3. Group Life and Dependent Life on the first paycheck of the month;
4. Cancer Insurance along with its rider on the first paycheck of the month;
5. Dental Insurance on the first paycheck of the month;
6. Vision Insurance on the first paycheck of the month;
7. Credit Union;
8. Garnishments;
9. Union Dues on the first paycheck of the month;
10. PAC contributions, at a cost of ten cents (\$0.10) per deduction;
11. Health & Medical Insurance Programs;
12. Deferred Compensation Program;
13. United Way contributions;
14. Cafeteria Plan deductions;
15. Pension contributions;
16. Such other items as may be required by law.

SECTION 3.02 – WAGES

A. Effective for Fiscal Year 2022:

The City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Fire Protection Services (FPS) salary schedule.

The City will also move bargaining unit members for all Salary Grades, who have an overall satisfactory appraisal during FY22, and who are on step 6 to step 8, and who are on step 8 to step 10, effective on their regularly scheduled appraisal/increment date. Additionally, at the end of FY22, the City will freeze steps 7 and 9.

The City will also increase the base pay rate of the current top pay step 11 by 1.75% for all Salary Grades in the bargaining unit.

These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

- B. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2022. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.
- C. The IAFF may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2023. Before the commencement of negotiations, the City shall provide the IAFF a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the IAFF's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the IAFF's proposals to be considered during the budget process.

- D. At any time during the term of this Agreement, either party may notify the other party in writing that it wishes to re-open this Agreement for the limited purposes of: 1) modifying this Agreement to accommodate any ARPA funds allocated to the bargaining unit by the City; 2) negotiating over requiring members of the bargaining unit to be vaccinated against COVID-19 (which does not waive the City's Management Rights on this issue). The parties agree to incorporate into the CBA any provision of an ordinance enacted by Springfield's City Council which provides for ARPA-funded premium pay to members of the bargaining unit.

The parties recognize that the reopener/agreement to incorporate relating to ARPA funds is part of the consideration for acceptance of the provisions in this CBA, including this Article 3, and that any incorporation or agreement reached as part of that reopener, including any agreement for premium pay or for other payment of ARPA funds, is also part of the consideration for this CBA.

Out-Of-Title Pay

An employee is considered to work Out-Of-Title anytime said employee is required to work in a position of a higher rank to ensure the efficient operation of the Fire Department. This usually occurs, but is not limited to, when an employee of higher rank is either absent or required to work another assignment, creating a staffing vacancy.

When Out-Of-Title is compensable, it shall be calculated as eighty percent (80%) of the differential between the highest current Top Step at the time for bargaining unit employees (hereinafter the "Top Step") of the employee's current position and the Top Step of the higher full rank the employee is filling.

Out-Of-Title pay for personnel covered under items 1. - 5. below, will be paid only when the employee has worked at least six (6) consecutive hours in an Out-Of-Title position, and shall only be paid in increments of six (6) [6-11 hours], twelve (12) [12 - 17 hours], eighteen (18) [18-23 hours] or twenty-four (24) hours. No Out-Of-Title pay shall be paid for any increments of consecutive hours worked of less than six (6) consecutive hours. Twenty-four (24) hours of Out-Of-Title pay shall be paid for any increments of consecutive hours worked of twenty-four (24) or more consecutive hours.

Out-Of-Title is compensable when:

1. A Firefighter works as an "Acting" Equipment Operator or "Acting" Rescue and Salvage Specialist. The Firefighter shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;

2. An Equipment Operator works as an “Acting” Fire Lieutenant or “Acting” Fire Captain. The Equipment Operator shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;
3. A Rescue and Salvage Specialist works as an “Acting” Fire Lieutenant, or “Acting” Fire Captain. The Rescue and Salvage Specialist shall be paid eighty percent (80%) of the differential between FPS4, Top Step and FPS6, Top Step;
4. A Fire Captain works as an “Acting” Battalion Chief. The Fire Captain shall be paid eighty percent (80%) of the differential between FPS6, Top Step and FPS10, Top Step;
5. The Firefighter working as an “Acting” Equipment Operator or “Acting” Rescue and Salvage Specialist, or ordered to operate the HazMat, Water Rescue or support apparatus, shall be paid eighty percent (80%) of the differential between FPS1, Top Step and FPS4, Top Step;
6. An “Acting” Captain is either the officer in charge or the member making a report on any specialty team response. They will be entitled to one-half (1/2) shift Out-Of-Title pay. If the emergency response lasts longer than twelve (12) hours, then the “Acting” Captain shall be entitled to a whole shift of Out-Of-Title. In the event the employee responds to a call for service during the first twelve (12) hours of the shift, then again during the second twelve (12) hours of the shift, the employee shall be entitled to one (1) full shift of Out-Of-Title pay.

A Fire Lieutenant may serve in the role as “Acting” Fire Captain, but the Fire Lieutenant’s Out-Of-Title work is not compensable at the higher rate per a Union-Management agreement from the early 1990’s. A Fire Lieutenant shall not work Out-Of-Title as an “Acting” Battalion Chief until such time Out-Of-Title pay for Fire Lieutenant is renegotiated.

A Fire Captain or “Acting” Fire Captain may order his or her subordinate Firefighters, Equipment Operators, Rescue and Salvage Specialists, and/or Fire Lieutenant to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Fire Lieutenant, or “Acting” Fire Lieutenant, may order his or her subordinate Firefighters and/or Equipment Operators, and/or Rescue and Salvage Specialists to work Out-Of-Title provided that they are appropriately qualified consistent with the appropriate SFD Policy and Procedure.

A Chief Officer may request a Fire Captain work Out-Of-Title as an “Acting” Battalion Chief, but the Fire Captain has the ability to refuse the Out-Of-Title work without negative consequences.

SECTION 3.03 – SPECIALTY TEAMS

The Springfield Fire Department shall maintain a Water Rescue, Hazardous Materials and Technical Rescue Team, and the Bomb Squad. In addition to the Policy & Procedures, Merit Rules, and Salary Ordinance, the following shall also apply:

Hazardous Materials Team

The Hazardous Materials Team shall consist of at least twelve (12) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the twelve (12) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Hazardous Materials Team shall be made up from personnel assigned to the Hazmat Station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Hazardous Materials Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to a new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Hazardous Materials Team and no employee has submitted a request to join the team, the Fire Department may appoint a non-probationary employee of the appropriate rank with the least seniority in rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Members of the Hazardous Materials Team shall receive training consistent with NFPA 1072 at the Hazardous Materials Technician level. New members to the Hazardous Materials team shall be required to become State of Missouri IFSAC certified, and shall be compensated for acquiring and maintaining certification, when required. The team member who does not meet the NFPA 1072 requirements shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual

proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month they are on the team.

Water Rescue Team

The Water Rescue Team shall consist of at least eight (8) members of the Springfield Fire Department for each shift, one of whom shall be the Team Leader, and may include additional personnel above the eight (8) from outside agencies. A Team Leader shall be assigned by the Fire Department. The remainder of the Water Rescue Team shall be made up from personnel who are assigned to the Water Rescue station or other stations as deemed necessary by the Fire Department.

Employees desiring to join the Water Rescue Team shall submit a memorandum to the Battalion Chief overseeing Special Operations, with copies to said employee's immediate supervisor and their Battalion Chief. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels. A voluntary membership on the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership.

In the event a vacancy occurs on the Water Rescue Team and no employee has submitted a request to join the team, the Fire Department may appoint an employee of the appropriate rank to fill the vacancy. The appointment to the team may last up to three (3) years or until the employee is reassigned through promotion or transfer or removed for just cause. The employee may continue membership on the team for longer than three (3) years but shall not be required to continue membership. If the employee is required to change shifts by joining the team, the Fire Department will transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Before an employee is assigned to the Water Rescue Team, the employee must have successfully completed a swim test within the past twelve (12) months. Neither the City nor the Fire Department shall mandate a swim test for anyone other than a candidate for the Water Rescue Team or a current Water Rescue Team member. This paragraph is to prohibit the Department from testing every single employee every single year.

In addition to passing a swim test prior to appointment to the Water Rescue Team, members of the Water Rescue Team shall be required to obtain certifications meeting NFPA 1006 (2013) at the technician level for Swift Water Rescue and Swiftwater Rescue Boat Operator. Water Rescue Team members shall obtain certification meeting NFPA 1006 (2013) at the technician level for Ice Rescue, as available. All Water Rescue Team personnel shall be compensated for acquiring and maintaining certifications and attending required training. The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may be required to train as a technician at the direction and supervision of the Team Leader or their designee.

Team members shall receive proficiency pay in the amount of six-hundred dollars (\$600.00) per year, with the team leader receiving one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each partial month that they are on the team.

Technical Rescue Team

The Technical Rescue Team shall consist of at least seven (7) members for each shift, one of whom shall be the Team Leader. The Team Leader shall be the Fire Captain appointed by the Fire Chief. By virtue of their rank, all Rescue and Salvage Specialists shall be assigned to the Technical Rescue Team.

Members of the Technical Rescue Team shall be required to obtain and maintain the following IFSAC certifications and training programs to meet NFPA 1006 (2013) at the technician level:

- IFSAC certification in(Rope Core, 6.1 and 6.2) or approved IFSAC equivalent;
- Confined Space Technician
- Structural Collapse Technician
- Trench Rescue Technician

Technical Rescue Team members shall obtain IFSAC certification in the individual discipline areas of confined space, structural collapse, and trench rescue within one (1) year from the date of adoption of the IFSAC curriculum as the training standard by the Fire Department, or until such time that the Fire Department can provide the appropriate certification program.

The team member who is not yet certified shall not work emergency calls in the capacity of a technician but may train in the capacity of a technician at the direction and supervision of the Team Leader or their designee.

A Rescue and Salvage Specialist assigned to the team after the date of execution of this agreement must acquire certifications within one (1) year of assignment to the team, or within such time that the Fire Department can schedule the employee into the appropriate certification/training program – if they fail to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion.

In the event that a Rescue and Salvage Specialist who was appointed between January 1, 2021 and the date of execution of this agreement cannot pass the certification process, the employee will be given 1 year to retry and pass; and the employee will be compensated for completing all required training and testing processes necessary to achieve the certification and if they fail/refuse to do so, they will no longer be meeting the job description of Rescue and Salvage Specialist and will be subject to demotion. If fire administration determines that such an incumbent Rescue and Salvage Specialist should be demoted as a result of their inability to obtain certification, the demotion will be for cause, but will not be considered punitive against the member. This demotion will not preclude their ability to test for any promotion for which they were previously qualified.

A Fire Captain assigned as Technician Rescue Team Leader must obtain and maintain certifications within one (1) year of assignment to the team, or within such time that the Fire Department can provide the appropriate certification program. In the event the Fire Captain cannot pass the certification process, the Fire Captain will be subject to transfer. If the Fire Captain is required to change shifts, the Fire Department will work with the employee to transfer his or her vacation shift dates to the new shift. The Department will grant any vacation date that immediately precedes or follows an original vacation date, regardless of staffing levels.

Team leaders shall receive proficiency pay in the amount of one-thousand dollars (\$1,000.00) per year. Annual proficiency pay shall be divided out into twenty-six (26) equal amounts and paid bi-weekly to team members for each full or partial month they are on the team.

Bomb Squad

The Bomb Squad shall consist of at least two (2) Fire Marshals from the Springfield Fire Department, one of whom shall be the Team Leader, and may include additional personnel above the two (2) from outside agencies (Springfield Police Department and/or Greene County Sheriff's Office). The Bomb Squad Commander shall be appointed by the Fire Chief. By virtue of their rank, all Fire Marshals shall be assigned to the Bomb Squad..

SECTION 3.04 – HEALTH INSURANCE

The City shall cover one-hundred percent (100%) of the annual cost of employee health insurance premiums. The employee shall be responsible for one-hundred percent (100%) of the cost of dependent health insurance premiums. The premiums shall be arrived at by sound actuarial means. Any increases in premiums shall be in accordance with City ordinances.

Changes to the health insurance plan, including but not limited to preferred providers, deductibles, co-pays, maximum out-of-pocket, and limitations on coverage, shall be subject to negotiation. The City and the Union realize that Federal Law can supersede this section.

The City shall continue to convene its Health Insurance Committee. The Union shall continue to have two (2) positions within that committee.

SECTION 3.05 – PENSION AND RETIREMENT

Police & Fire Retirement System

Employees hired before June 1, 2006, shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code.

TIER II

Employees hired after June 1, 2006, and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System. Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and one-hundred percent (100%) of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Employees hired after June 1, 2006 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay one-hundred percent (100%) of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

A permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) has been established and will be contributed for and by Tier I employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a one-hundred percent (100%) funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

SECTION 3.06 – MODIFIED DUTY

Line of Duty

An employee who becomes injured or ill in the line of duty (as certified by the City's Workers' Compensation physician or provider) and who cannot perform assigned duties due to the injury or illness, shall be assigned modified duty consisting of meaningful work within the employee's medical restrictions, provided the City's Workers' Compensation physician certifies the employee can perform the assigned modified duties.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

An employee on modified duty due to a line-of-duty injury or illness shall remain on modified duty unless released by the City's Workers' Compensation physician or provider to full duty, with or without a reasonable accommodation, or it has been determined by the City's Workers' Compensation physician that the employee has reached maximum medical improvement. If after twelve (12) months from the original date of injury the employee is not able to return to full duty, the employee shall be given an additional sixty (60) calendar days to apply for a service or disability pension, seek reassignment to another position within the City, or resign his or her position with eligibility for re-hire.

A period of extension is allowed at the discretion of the Fire Chief, with the Union President to be notified. The same sixty (60)-day application period shall apply.

Modified duty shall comply with the work schedule established in Section 2.02 (Hours of Duty) of this CBA.

Presumptive Clauses within RSMO Chapter 87

An employee who becomes injured or ill due to a condition identified within RSMO 87.005 or RSMO 87.006, including but not limited to cancer, a circulatory or pulmonary condition, or infectious disease who may have the ability to return to work as determined by the employee's physician, may request the same modified duty rights as an employee who becomes injured or ill in the line of duty.

Non-Duty

An employee, who becomes injured or ill outside the line of duty and who cannot perform assigned duties, may be offered modified duty consisting of meaningful work within the employee's medical restrictions at the discretion of the employer.

SECTION 3.07 – STEP RAISES

Entry-level Firefighters shall be placed at FPS-1, Step 1 on the FPS pay schedule. If an employee of the City of Springfield is hired as an entry-level Firefighter, the employee will be placed at the step within FPS-1 closest to their current step and grade and without receiving a reduction in pay.

The entry-level Firefighter's hire date shall be considered the employee's "employment anniversary date." The employee shall be evaluated at least annually on or before the employment anniversary date with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When a City employee, from another department, demotes or promotes to the entry-level Firefighter's position; his anniversary date for pay advancement will be adjusted to the date of said promotion or demotion. The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. The process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

When an employee promotes, the employee's date of promotion shall be considered the "anniversary date for pay advancement." The employee shall be evaluated at least annually on or before the anniversary date for pay advancement with an employee performance appraisal. If the employee receives an overall passing evaluation, the employee shall advance at least one step on the FPS pay schedule beginning the first of the pay period in which the anniversary date occurs. This process shall continue until the employee reaches the maximum number of steps or until the employee promotes.

In the event an employee promotes within sixty (60) calendar days of his or her employment anniversary date or promotional anniversary date, and the employee was to have received an overall passing evaluation, the employee shall be placed on the FPS pay schedule at the promoted grade and step closest to ten percent (10%) above the grade and step from where he or she promoted as if the employee had been granted the step which would have been due within that sixty (60)-day time frame.

In the event an employee does not receive an overall passing evaluation, the employee shall remain at his or her current step and grade for six (6) months. At the conclusion of the six (6) months, the employee shall be evaluated again. If the employee receives an overall passing evaluation, the employee shall advance to the next higher step within the FPS pay schedule. This six (6)-month mark will re-establish the employee's employment anniversary date or promotional anniversary date for purposes of annual evaluations and step raises. If the employee does not receive an overall passing evaluation, the employee will be subject to discipline per Merit rule 12.4 (i) and 12.4 (j).

This section is contingent upon step raises being funded under Section 3.02 (Wages).

SECTION 3.08 – ADDITIONAL COMPENSATION AND BENEFITS

Special Reclassification

When a Fire Lieutenant is to be reclassified to a Fire Captain, the reclassification shall be offered to the employee based on SFD Policy and Procedure 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with three-hundred dollars (\$300) annually being paid to employees with five (5) years to nine (9) years, three-hundred sixty-four (364) days; six-hundred dollars (\$600) annually being paid to employees with ten (10) years to fourteen (14) years, three-hundred sixty-four (364) days; nine-hundred dollars (\$900) annually being paid to employees with fifteen (15) years to nineteen (19) years, three-hundred sixty-four (364) days; and one-thousand two-hundred dollars (\$1200) annually being paid to employees with twenty (20) years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

Additional Funding Contribution

In coordination with Section 3.05 (Pension and Retirement) of this Agreement (which includes a permanent employee contribution rate of fifteen and thirteen-hundredth percent (15.13%) for and by Tier I employees), after the Fire AFC reaches a one-hundred percent (100%) funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of two-hundred ninety-one thousand nine-hundred eighteen dollars (\$291,918) (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

SECTION 3.09 – CLOTHING ALLOWANCE & UNIFORM GUIDELINES

Clothing Allowance

Employees shall receive a clothing allowance. The Fire Chief shall identify the clothing and uniforms authorized for the allowance, as well as the replacement schedule for the clothing and uniforms. The clothing allowance shall cover one-hundred percent (100%) of the cost of clothing and uniforms. Employees will be responsible for utilizing the clothing allowance to purchase clothing and uniforms at their own discretion; however, uniforms must be in good condition at all times and present a professional image.

ARTICLE 4 – LEAVE
SECTION 4.01 – VACATION

In addition to Rule 21 of the Merit Rules as it exists at the signing of this Agreement, these provisions shall be included in specific regard to vacation accumulation and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- From eight (8) year to fifteen (15) years, three-hundred and sixty-four days (364) of service, the employee shall accumulate one-hundred sixty-eight (168) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate two-hundred forty (240) hours of vacation per year.

Fire employees within the bargaining unit working a forty (40)-hour work week shall accumulate vacation as follows:

- From zero (0) to seven (7) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate eighty (80) hours of vacation per year.
- From eight (8) years to fifteen (15) years, three-hundred and sixty-four (364) days of service, the employee shall accumulate one-hundred twenty (120) hours of vacation per year.
- For sixteen (16) or more years of service, the employee shall accumulate one-hundred sixty (160) hours of vacation per year.

Fire employees within the bargaining unit hired by the City of Springfield before July 11, 1995 shall not be capped on the amount of vacation earned. Fire employees within the bargaining unit hired by the City of Springfield on or after July 11, 1995 shall be capped on the amount of vacation hours earned at two (2) years' accrual.

Bargaining unit employees may schedule their vacation consistent with the policies of the Fire Department and Merit Rules, and these days shall be compensable at their current rate of pay.

In instances where personnel are required to attend training to meet the requirements of their job description or for the initial training required for new members assigned to specialty teams, the department may restrict their ability to select leave time during those dates; however, if the department has not notified the employee of the need for them to attend the training prior to when

they request leave, the employee will be allowed to use their leave irrespective of the required training.

Payout

Upon completion of twelve (12) months' completion of employment, when an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused vacation hours, up to two (2) years' accrual or whatever his or her December 31, 2005 vacation balance had been, whichever is the greater amount. The payout of vacation balances shall be considered earned income for pension calculations for members of the Springfield Police and Fire Retirement system only.

SECTION 4.02 – HOLIDAY & CONTINUOUS OPERATIONS HOLIDAY

These provisions shall cover holiday and continuous operations holiday accumulation and eligibility for payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall accumulate continuous operations holiday as follows:

- New Year's Day - twelve (12) hours
- Martin Luther King Day - twelve (12) hours
- Presidents' Day - twelve (12) hours
- Memorial Day - twelve (12) hours
- Independence Day – (twelve) (12) hours
- Labor Day – twelve (12) hours
- Veterans' Day – twelve (12) hours
- Thanksgiving – twelve (12) hours
- Christmas – twelve (12) hours

Bargaining unit employees shall accumulate continuous operations holiday in the pay period of the actual holiday.

Bargaining unit employees hired by the City of Springfield before July 1, 2004 shall not be capped on the amount of continuous operations holiday accrued. Fire employees within the bargaining unit hired by the City of Springfield on or after July 1, 2004 shall be capped on the amount of continuous operations holiday hours accrued at two (2) years' accrual.

Bargaining unit employees may schedule their continuous operations holiday as they would vacation days, and these days shall be compensable at their current rate of pay.

Fire employees within the bargaining unit working a standard forty (40)-hour work week shall be given the holiday off on or around the day in which the City recognizes the holiday and compensated for the holiday at their current rate of pay.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused continuous operations holiday hours, up to two (2) years' accrual. The payout of continuous operations holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.03 – FLOATING HOLIDAYS

These provisions shall cover floating holiday accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted thirty-six (36) hours of floating holiday per year during the first full pay period of the calendar year. Bargaining unit employees hired mid-year, and prior to September 30th, shall be granted their floating holiday hours after the completion of their first full pay period.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of three (3) days' worth of floating holidays per year during their first full pay period of the calendar year.

Bargaining unit employees may schedule their floating holiday hours as they would vacation days, and these days shall be compensable at their current rate of pay. Floating holidays must be taken by the end of the last full pay period of the calendar year. Any unused balance of floating holiday hours shall not be carried forward to the next calendar year.

Payout

When an employee of the bargaining unit leaves the employment of the City of Springfield due to a retirement, the employee shall be paid out at his or her current hourly rate for any unused floating holiday hours. The payout of floating holiday balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.04 – KELLY DAYS

These provisions shall be included in specific regard to Kelly Day accumulation and redemption:

Accumulation

Effective January 1, 2015, Fire Department employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted forty-eight (48) hours of Kelly Days per year during the first full pay period of the calendar year with the following exception:

Employees who voluntarily demote, promote, or move from a modified duty position, on a forty (40)-hour work week, to a twenty-four (24)-hour shift position will receive two (2) Kelly Days if it occurs after January 1 but before April 1, or one (1) Kelly Day if it occurs on or after April 1 but before September 1, provided they did not receive Kelly Days on January 1 of that calendar year.

Bargaining unit employees may only schedule their Kelly Day hours during overtime “long cycles,” (periods during which twenty-four (24) or more hours of FLSA overtime might be paid) and these days shall be compensable at their current rate of pay. Kelly Days must be taken by the end of the last full pay period of the calendar year. No more than twenty-four (24) hours may be used during each long cycle. Any unused balance of Kelly Day hours shall not be carried forward to the next calendar year.

Redemption

When an employee of the bargaining unit leaves the employment of the City of Springfield for any reason, the employee shall be paid out at his or her current hourly rate for any unused Kelly Day hours. The payout of Kelly Day balances shall be considered earned income for pension calculations for members of the Springfield Police & Fire Retirement System.

SECTION 4.05 – PIN DAYS

These provisions shall cover Pin Day accumulation and payout:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted a balance of leave time equivalent to twelve (12) hours following the successful completion of five (5) years' service with the City of Springfield. This shall be known as a Pin Day. A Pin Day shall be granted again following the successful completion of ten (10) years' service, fifteen (15) years, twenty (20) years, and so on.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted the equivalent of one (1) days' worth of a Pin Day under the benchmarks established in the preceding paragraph.

Bargaining unit employees may schedule their Pin Day hours as they would vacation days, and these hours shall be compensable at their current rate of pay. Any unused balance of Pin Day hours shall not be carried forward more than three-hundred sixty-five (365) days.

Payout

Pin Days are not eligible for payout when an employee of the bargaining unit leaves employment with the City of Springfield regardless of the reason for departure.

SECTION 4.06 – SICK LEAVE

These provisions shall cover Sick Leave accumulation, payout, and redemption:

Accumulation

Fire employees within the bargaining unit working the twenty-four (24)-hour shift shall be granted one-hundred forty-four (144) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to two-thousand one-hundred sixty (2,160) hours of sick leave.

Fire employees within the bargaining unit working a forty (40)-hour work week shall be granted ninety-six (96) hours of sick leave annually, accumulated at a prorated amount each pay period. These employees may accumulate up to one-thousand four-hundred forty (1,440) hours of sick leave.

Bargaining unit employees shall be compensated for sick hours properly used at their current hourly rate.

Payout

For bargaining unit employees working the twenty-four (24)-hour shift hired by the City of Springfield before July 1, 1998 who leaves the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to one-thousand four-hundred forty (1,440) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

For bargaining unit employees working a forty (40)-hour work week hired by the City of Springfield before July 1, 1998 who leave the employment of the City of Springfield through resignation, retirement, or disability having at least fifteen (15) years of service shall be paid out for any unused sick leave hours, up to nine-hundred sixty (960) hours, less any hours sold back, at a rate of seventy-five percent (75%) of his or her current hourly rate. The payout of sick leave balances shall NOT be considered earned income for pension calculations.

Redemption

Employees hired before July 1, 1998, who normally do not work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least seven-hundred twenty (720) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than fifty-four (54) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least seven-hundred twenty (720) hours may redeem not less than eight (8) hours, but not more than sixteen (16) hours per year.

Employees hired before July 1, 1998, who normally work a twenty-four (24)-hour shift and with an accrued sick leave balance of at least one-thousand eighty (1,080) hours, may request redemption of his or her sick leave balance of not less than eight (8) hours, but not more than

seventy-five (75) hours of sick leave per year. Employees hired July 1, 1998 or after with an accrued sick leave balance of at least one-thousand eighty (1,080) hours may redeem not less than twelve (12) hours, but not more than twenty-four (24) hours per year.

All redemption requests are subject to the following:

1. Employee must have used no more than forty (40) hours (or forty-eight (48) hours for employees regularly assigned to a twenty-four (24)-hour shift) of personal sick leave during the twelve (12) months prior to the request. The request also must not reduce the employee's remaining accrued personal sick leave balance below seven-hundred twenty (720) hours or one-thousand eighty (1,080) hours for employees normally scheduled on a twenty-four (24)-hour shift, and
2. Employee may not have more than one (1) redemption request granted in a given fiscal year, and
3. Employee will be paid seventy-five percent (75%) of his or her hourly pay rate at the time of the redemption request for each of the hours redeemed, and his or her accrued sick leave balance will be reduced by the number of hours redeemed. The employee's maximum number of unused sick leave hours he or she may accumulate shall also be reduced by the number of sick leave hours the employee has redeemed, and
4. Employee hired before July 1, 1998 who is eligible to receive payment for unused sick leave upon separation from City service will have the hours credited in the unused sick leave payment calculation reduced by any hours redeemed, and
5. Sick leave redemption program shall be conditioned upon the continued availability of funds appropriated for this purpose and may be suspended or discontinued at any time by the City Manager without prior notice.

SECTION 4.07 – MILITARY LEAVE

Merit Rule 21.5 shall apply to requests for military leave made by members of the bargaining unit, except that for employees who are assigned a 56 hour work week, the one hundred twenty hour amount referenced in Rule 21.5 shall be replaced with one hundred seventy hours. In that regard, any bargaining unit member with proper military orders or other official military documentation on file with the Department of Human Resources as of October 1, 2020, or who files them at any time thereafter; and who is assigned a 56 hour work week; and who otherwise complies with the requirements of Rule 21.5; shall be entitled to up to one hundred seventy hours of paid military leave time per federal fiscal year. The remainder of the requirements of Rule 21.5 shall apply to any such request.

ARTICLE 5 – CONDITIONS OF THE AGREEMENT

SECTION 5.01 – EQUAL OPPORTUNITY

The City and the Union agree that they will not discriminate against any employee because of race, color, religion, gender, age, national origin, sexual orientation, a gender identity, status as a protected veteran, or status as a qualified individual with a disability.

In this Agreement, words shall be construed as non-sexist and non-applicable to any gender but shall include both the feminine and masculine.

SECTION 5.02 – SAVINGS PROVISION

In any of the terms and conditions of this Agreement are in violation of any state or federal law or court decision or decree, then, to the extent of any such violation, the affected provision of this Agreement shall be null and void and subject to discussion. If any part, provision, or section of this Agreement is declared null and void and/or unlawful, such declarations shall not in any way affect the remaining parts, provisions or sections of this Agreement.

SECTION 5.03 – PERIOD OF THE AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall take effect upon execution by the parties and shall continue in full force and effect and shall expire on June 30, 2024, and the City and the Union shall meet prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) calendar days of the expiration of this Agreement, and should such an agreement not be deemed to be inevitable, either party may declare an impasse.

During impasse, this Agreement shall remain in full force and effect.

This CBA shall remain in effect during any negotiations and shall continue in force during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the Agreement shall remain in effect until either a new agreement is reached or until any impasse is resolved as set forth under Section 2.94(n) of Special Ordinance 6090.

SECTION 5.04 – REOPENING CLAUSE

Unless otherwise specified in this CBA, only through mutual agreement may the City and the Union reopen this CBA, in whole or in part, to renegotiate its provisions, to strike existing provisions, or to add new provisions.

SECTION 5.05 – NO STRIKE/NO LOCKOUT

It is agreed that there shall not be strikes, sit-downs, slow-downs, work stoppage or any related activity during the term of this Agreement. If any employee or group of employees represented by the Union should violate the intent of this section, the Union shall take immediate action to prevent such illegal acts and take necessary steps to that end, and normal work will be promptly and orderly resumed. The Union, in such case, will promptly notify the City and such Employee or Employees, in writing of its disapproval of such violation. Violation of the provision of this section shall be grounds for immediate discharge.

It is further agreed that union employees will not be required to cross picket lines at locations, for purposes other than performing the essential functions of their jobs.

SECTION 5.06 – CALENDAR DAYS

For purposes of this Agreement, when the last calendar day falls on a Saturday, Sunday or City holiday, then all notices and related materials will be considered timely if delivered on the next working day for City of Springfield administrative offices.

SECTION 5.07 – SUBSTITUTION OF UNION TITLE

For purposes of this Agreement, when the term “Shop Steward” is used in this Agreement, it means “District Vice President.”

SECTION 5.08 – APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the Union, the bargaining representative of the employees referred to above, and on behalf of the City's bargaining team.

Chad Davis, President
IAFF Local 152

David Pennington, Fire Chief
City of Springfield Fire Department

Date

Jason Gage, City Manager
City of Springfield

Date

One-rdg. _____
P. Hmgs. _____
Pgs. 43 _____
Filed: 06-08-21 _____

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 155

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING a Collective Bargaining Agreement by and between the City and
2 Springfield Police Officers' Association, Fraternal Order of Police
3 Lodge 22, the Exclusive Representative of a certain bargaining unit
4 within the Springfield Police Department; and authorizing the City
5 Manager, or his designee, to execute and deliver the Collective
6 Bargaining Agreement on behalf of the City to the Exclusive
7 Representative.
8 _____
9

10 WHEREAS, the City of Springfield, Missouri, (the "City") has an established
11 framework for certain City employees to engage in collective bargaining, and this
12 established framework is set forth in Springfield City Code Section 2-94; and
13

14 WHEREAS, the City recognized and continues to recognize the Springfield
15 Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA") as the
16 exclusive collective bargaining representative of a certain bargaining unit within the
17 Springfield Police Department by Special Ordinance 26344; and
18

19 WHEREAS, the City established a team (the "City's team") for the purposes of
20 collectively bargaining as the exclusive agent for the City for collective bargaining; and
21

22 WHEREAS, the City and SPOA are parties to a certain Collective Bargaining
23 Agreement effective July 1, 2017, and previously entered into an agreement to extend
24 the terms of the July 1, 2017, Collective Bargaining Agreement to June 30, 2021, and
25 that extension is ending, thereby necessitating the need for a new agreement; and
26

27 WHEREAS, the City's team met with SPOA and conferred and discussed wages,
28 benefits, and other terms and conditions of employment in order to reach a mutually
29 satisfactory successor Collective Bargaining Agreement; and
30

31 WHEREAS, the City's team and SPOA reached an agreement on a successor
32 Collective Bargaining Agreement which has been submitted to City Council for
33 consideration and approval.

34
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
36 SPRINGFIELD, MISSOURI, as follows, that:
37

38 Section 1 – The Collective Bargaining Agreement, by and between the City and
39 SPOA, attached hereto and incorporated herein as “Exhibit 1,” has been reviewed and
40 considered by City Council.
41

42 Section 2 – City Council hereby approves entering into the Collective Bargaining
43 Agreement attached hereto and incorporated herein by reference as “Exhibit 1” as a
44 final and binding Collective Bargaining Agreement between the City and SPOA.
45

46 Section 3 – City Council hereby authorizes and directs the City Manager, or his
47 designee, to execute and deliver the Collective Bargaining Agreement to the SPOA and
48 such other documents as may be necessary or desirable to carry out and comply with
49 the intent of this Ordinance.
50

51 Section 4 – This Ordinance shall be in full force and effect immediately after its
52 adoption by the City Council.
53

54 Passed at meeting: _____
55

56 _____
57 Mayor
58

59 Attest: _____, City Clerk
60

61 Filed as Ordinance: _____
62

63 Approved as to form: Rhonda Lewsader, City Attorney
64

65 Approved for Council action: Jason A. Hage, City Manager
66
67

EXPLANATION TO COUNCIL BILL 2021-155

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve a Collective Bargaining Agreement between the City and the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22 ("SPOA"), the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department.

BACKGROUND: In light of the Missouri Supreme Court's rulings, the City, without affecting or superseding the authority of the Missouri State Board of Mediation, established a framework for certain regular employees of the City to engage in collective bargaining. Pursuant to City Code section 2-94, the City entered into collective bargaining with the SPOA, the Exclusive Representative of a certain Bargaining Unit within the Springfield Police Department. The agreement attached to the Council Bill as "Exhibit 1," reflects all agreements reached voluntarily through the collective bargaining process. The agreement is to be effective as of the date of execution by the parties and valid through June 30, 2024.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

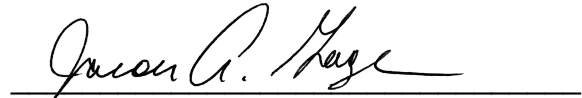
It is respectfully requested that City Council approve the Collective Bargaining Agreement with an effective date as of the date of execution by the parties.

Submitted by:

Approved by:



Darla Morrison,
Director of Human Resources



Jason Gage,
City Manager

Exhibit 1

COLLECTIVE BARGAINING AGREEMENT

BETWEEN:

THE CITY OF SPRINGFIELD, MISSOURI



AND

THE SPRINGFIELD
POLICE OFFICERS' ASSOCIATION (**SPOA**),
FRATERNAL ORDER OF POLICE LODGE 22



EFFECTIVE DATE: 07/01/2021

Table of Contents

PREAMBLE	3
ARTICLE 1 - RECOGNITION	4
ARTICLE 2 - SPOA RIGHTS	6
ARTICLE 3 - SPOA BUSINESS.....	8
ARTICLE 4 - LABOR MANAGEMENT MEETINGS	9
ARTICLE 5 - MANAGEMENT RIGHTS, OTHER EMPLOYMENT, AND CIVIL EMERGENCIES	10
ARTICLE 6 - APPLICATION OF MERIT RULES.....	12
ARTICLE 7 - APPLICATION OF THE POLICE DEPARTMENT STANDARD OPERATING GUIDELINES (SOGS) AND SPECIAL ORDERS	13
ARTICLE 8 - NON-DISCRIMINATION.....	14
ARTICLE 9 - PERSONNEL AND IIAU FILES.....	15
ARTICLE 10 - JOB SPECIFICATIONS	16
ARTICLE 11 - BASIC WORK PERIOD AND OVERTIME.....	17
ARTICLE 12 - SENIORITY	18
ARTICLE 13 - EXCHANGE OF DUTY	20
ARTICLE 14 - PRESERVATION OF BARGAINING UNIT WORK.....	21
ARTICLE 15 - INVESTIGATIVE RIGHTS	22
ARTICLE 16 - DISPUTE RESOLUTION GRIEVANCE PROCEDURE	24
ARTICLE 17 - DISCIPLINE GRIEVANCES	27
ARTICLE 18 - WAGES	29
ARTICLE 19 - UNIFORM ALLOWANCE	31
ARTICLE 20 - LEAVE GOVERNED BY MERIT RULES.....	32
ARTICLE 21 - FUNERAL LEAVE.....	33
ARTICLE 23 - SAVINGS CLAUSE.....	35
ARTICLE 24 - NO STRIKE/NO LOCKOUT	36
ARTICLE 25 - DURATION OF AGREEMENT.....	37
ARTICLE 26 - RATIFICATION BY SPOA.....	38
ARTICLE 27 - APPROVAL OF THE AGREEMENT	39

PREAMBLE

This Collective Bargaining Agreement (CBA) is made to set forth the results of discussions between the City of Springfield, Missouri, hereinafter referred to as "the City", and the Bargaining Unit of the Springfield Police Officers' Association, Fraternal Order of Police Lodge 22, hereinafter referred to as "SPOA."

ARTICLE 1 - RECOGNITION

1. **Recognition of Exclusive Bargaining Representative.** The City of Springfield recognizes the SPOA as the exclusive bargaining representative of the Bargaining Unit defined herein.
2. **Definition of the Bargaining Unit.** Provided that the SPOA is certified as representing the Sergeants in the Police Department for the City of Springfield, the parties agree on the following definition of the Bargaining Unit:

"A unit of full time non-probationary Police Officers, Police Corporals, and Police Sergeants as defined and licensed pursuant to 590.010 R.S.Mo. et seq. who are employed by the City of Springfield, Missouri in the Police Department, but excluding managerial employees, confidential employees and all other employees of the City, and further specifically excluding all Police Department personnel regardless of rank who are engaged in activities for the Inspections and Internal Affairs Unit of the Police Department. Notwithstanding the above, any provisions of the collective bargaining agreement applicable to probationary employees will be so designated.

- (a) A managerial employee means an individual who: is engaged in management functions that are not merely routine, incidental, or clerical in nature and require the exercise of independent judgment and devotes a majority of employment time to the exercise of such judgment. Some examples of management functions include, but are not limited to:
 - (1) They formulate or assist in formulating, developing, administering or effectuating management policies which are applicable to bargaining unit employees;
 - (2) They may reasonably be required on behalf of the City to assist in the preparation for the conduct of collective bargaining negotiations;
 - (3) They have a role on behalf of the City in the administration of agreements resulting from collective bargaining negotiations;
 - (4) They have a role in personnel administration;
 - (5) They have a role in employee relations;
 - (6) They have the authority in the interest of the City to hire, direct, assign, promote, reward, transfer, furlough, lay off, recall, suspend, discipline, or remove bargaining unit employees, to adjust their grievances, if the

exercise of the authority is not merely routine or clerical in nature but requires the consistent exercise of independent judgment; and

- (7) They have a role in the preparation or administration of budgets for any public safety agency or institution or subdivision thereof.
 - (b) Officers who are considered "confidential employees" occupy positions outside the bargaining unit. However, the individuals who fill these positions are still entitled to the benefits of the collective bargaining agreement.
 - (c) A confidential employee is defined as a person, regardless of rank, who devotes a substantial portion of his/her time in assisting and acting in a confidential capacity with respect to a management employee including employees assigned full time to the Inspections and Internal Affairs Unit (IIAU) and the Office of the Chief of Police as their primary duty assignment."
3. The parties agreed that as the contract is negotiated, any provisions of the collective bargaining agreement applicable to probationary employees would be so designated.

ARTICLE 2 - SPOA RIGHTS

2.1 Authorization for Payroll Deduction

Authorization of payroll deduction shall continue in effect from year-to-year unless revoked in writing by the employee with thirty (30) days notice to the SPOA or challenged in writing pursuant to the City's General Ordinance 6090, The City shall deduct such dues during each of the twenty-six (26) pay periods during the year. Upon receipt of a monthly invoice/spreadsheet delivered ten (10) days before the end of the month, the amounts deducted shall be direct deposited within ten (10) days to the SPOA. The amounts deducted shall be transmitted within ten (10) days to the SPOA. The City will not be held liable for check-off errors but will make proper adjustments with the SPOA for errors, within a thirty (30) day period from the time the error has been identified, Provided the City acts in compliance with provisions of this article, the SPOA will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of this Article or as a result of any check-off errors.

2.2 Dues & Payroll Deduction

Within thirty (30) days of the acceptance of a bargaining unit member to the membership of the SPOA, the SPOA will forward a "Dues & Payroll Deduction Authorization Form" to the City of Springfield's Human Resources Department. The Dues & Payroll Authorization Form will acknowledge that the member authorizes deduction of dues as well as any costs associated to the SPOA's voluntary Dental, Vision, Chiropractic and Life Insurance programs. There will be three (3) categories of deductions on the monthly invoice/spreadsheet; SPOA dues, pre-tax deductions and post-tax deductions. All deductions will be in dollar amounts.

The City of Springfield, upon written request by ten (10) or more bargaining unit members, shall provide its employees with the option of contributing to a political action committee through payroll deduction.

2.3 New Hires

The City will provide the SPOA with access to new hires for purposes of SPOA Orientation within thirty (30) days of hire.

2.4 Bulletin Boards

The City will designate a specific reasonable SPOA Bulletin Board at Police Headquarters, the South District Station and Police Substation(s).

The SPOA Bulletin Boards shall be used for the purpose of posting notices of SPOA meetings, elections, and any other SPOA activity.

It shall be the responsibility of the SPOA to maintain the SPOA Bulletin Boards, to ensure prompt removal of outdated materials, and further ensure that the posting of such material is limited only to those Bulletin Boards provided above.

2.5 Use of Intra-Departmental Mail and E-Mail System

The SPOA shall have the rights to use the departmental mail and email for providing information concerning SPOA's scheduling of meetings, elections, collective bargaining, insurance and other reasonable SPOA business as approved by the Chief of Police. E-mail messages may be monitored by the City and may be subject to the provision of the Sunshine Law. All intra-departmental mail placed into the mail system by the SPOA shall be subject to the City's review, provided however the City shall not open sealed envelopes, marked confidential SPOA Business, to be returned to the SPOA if unclaimed.

2.6 Right of Access

The City agrees that the representatives of the SPOA shall be accorded reasonable access to bargaining unit members for the purpose of collective bargaining, possible discipline and grievance processing, critical incidents and SPOA reports, providing that such access does not interfere with the performance by City employees of their duties.

2.7 Certification of SPOA Officers and Agents

The SPOA shall certify to the Chief of Police, the names of officers of the SPOA or their designees and agents of the SPOA who are authorized to act on behalf of the SPOA.

2.8 Use of Building

The City agrees to allow use of City buildings and facilities for SPOA meetings under the same guidelines required for use by any other group or organization.

ARTICLE 3 - SPOA BUSINESS

3.1 Executive Board Members

Members of the Executive Board, and/or and State or National Trustee shall be allowed up to two (2) hours of duty time to attend regularly scheduled SPOA meetings each month if his regular shift occurs during periods of time in which such meetings are held. Such time off with pay shall not exceed the period of time required for two (2) SPOA meetings in any calendar month.

3.2 Divisional Members

One (1) member from each shift per Division on duty during regularly scheduled or posted emergency SPOA meetings, will be allowed up to two (2) hours per month duty time to attend regular SPOA meetings.

ARTICLE 4 - LABOR MANAGEMENT MEETINGS

4.1 Labor Management Meetings

The SPOA and the Police Department mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between the SPOA representatives and the Chief (or his designee). Such meetings shall be held once a month at a regularly scheduled time unless both the SPOA and Chief agree to cancel the meeting. In addition, either the SPOA or Chief may request a special meeting at least seven (7) days in advance.

4.2 Integrity of Grievance Procedure

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Grievances being processed under the grievance procedure shall not be discussed in detail at labor-management meetings, and any such discussions of a pending grievance shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances.

4.3 Report of Agreements or Recommendation Reached at Meetings

Any agreement or recommendation reached at a labor management meeting shall be in writing, signed by the SPOA representative and the Chief of Police and copies shall be submitted to the Police Department and the SPOA.

4.4 SPOA Representative Attendance

The SPOA's Executive Board shall represent it at the labor-management meetings without loss of pay if the meeting is scheduled during the member's duty time. Supervisors shall approve the absence except in emergency situations.

ARTICLE 5 - MANAGEMENT RIGHTS, OTHER EMPLOYMENT, AND CIVIL EMERGENCIES

5.1 Management Rights.

Except as otherwise expressed in this Agreement, the SPOA recognizes that the City possesses the sole and exclusive right to operate and direct all of the officers of the Police Department, in all aspects, including, but not limited to, all rights and authority granted by law.

Management rights include, but are not limited to, the rights listed below, except to the extent such rights are restricted by provisions of this Agreement:

- (a) To maintain executive management and administrative control of the Police Department and its properties and facilities and the staff.
- (b) To plan, direct, control, assign and determine the operations or services to be conducted by officers of the Police Department.
- (c) To determine the methods, processes, means, job classifications and number of personnel by which the Police Department operations are to be conducted.
- (d) To select, hire, promote, schedule, train, transfer, assign and evaluate work of bargaining unit officers.
- (e) To direct and supervise the entire working force of the Police Department, including the establishment of work standards.
- (f) To demote, suspend, discipline, or discharge officers for just cause and to discipline or terminate probationary officers with or without just cause.
- (g) To make, add, delete, alter, and enforce procedures, rules and regulations.
- (h) To introduce new or improved methods, equipment or facilities.
- (i) To contract out for goods and services.

The City has the sole authority to determine the purpose and mission of the Police Department.

5.2 Other Employment

Any and all employees covered by this Agreement who desire to perform work for an entity other than the City shall seek prior approval for such employment from the City in accordance with the policies of the City Charter, Merit Rules and Police Department Standard Operating Guidelines relating to secondary employment.

No employee shall be required to indemnify the City for any liability that may arise while working other employment.

In the event an employee is employed by an entity, said employment shall not affect the performance of the employee's duties, nor shall such other employment interfere with any operations of the City, nor

affect an employee's availability for call outs, nor shall constitute a conflict of interest with employment for the City of Springfield Police Department.

Extra-duty and off-duty employment may be denied or revoked at any time by the City. The basis for such denial or revocation shall be communicated to the officer in writing.

5.3 Civil-Emergency Conditions

If, at the sole discretion of the City, it is determined that extreme civil emergency conditions exist, including but not limited to riots, civil disorders, tornado conditions, floods, or other similar catastrophes, upon oral notice of an SPOA representative at a practical time, the provisions of this Agreement may be suspended by the City during the time of the emergency, provided wage rates and all economic benefits shall not be suspended and that these provisions shall neither limit an employee's right to invoke the grievance procedure in a timely manner after the cessation of the emergency, nor limit the protections granted by the terms of this Agreement. It is agreed that the processing of any grievance occurring during this emergency shall be delayed until a time when the emergency conditions no longer hamper normal business activity.

5.4 Emergency Trailer Response

In the event of State or National Emergency call-out, SPD will allow 2 officers off with pay for up to 2 weeks or as approved by the Chief of Police.

ARTICLE 6 - APPLICATION OF MERIT RULES

The Merit Rules for the City of Springfield , and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Merit Rule is changed by the City during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will meet with the SPOA, negotiate over the effects of any such change and agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

**ARTICLE 7 - APPLICATION OF THE POLICE DEPARTMENT STANDARD
OPERATING GUIDELINES (SOGS) AND SPECIAL ORDERS**

The Standard Operating Guidelines and Special Orders for the City of Springfield Police Department, and as may be amended from time to time, control and will remain in force and effect unless directly contrary to a specific provision of this Agreement, in which said latter case the specific provision of this Agreement will control. If a Standard Operating Guideline or Special Order is changed by the Department during the term of this Agreement that affects the bargaining unit that is not addressed in this Agreement, the City will provide advance notice to the SPOA, and will meet with the SPOA to negotiate over the effects of any such change. The City and the SPOA agree to modify and adopt any necessary modification to the collective bargaining agreement that may result from the negotiations.

ARTICLE 8 - NON-DISCRIMINATION

8.1 Prohibition Against Discrimination

The City and the SPOA agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, mental or physical handicap or sexual orientation in discipline or in any term or condition of employment. The City and the SPOA agree that the mandatory retirement age of sixty (60) for employees covered by Police Fire Pension does not constitute illegal discrimination under current state and federal law. The use of masculine or feminine gender in this Agreement shall be construed as including both genders.

8.2 SPOA Membership or Activity

Neither the City nor the SPOA shall interfere with the right of employees covered by this Agreement to become or not become members of the SPOA, and there shall be no discrimination against any such employees because of lawful SPOA membership or non-membership activity or status.

ARTICLE 9 - PERSONNEL AND IIAU FILES

9.1 Personnel Files

The City shall keep a personnel file for each employee within the bargaining unit.

9.2 Inspection of Personnel File in Human Resource Department

Upon request of an employee, the City shall reasonably permit an employee to inspect his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the Request and may be in the presence of a City HR representative;
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon reasonable request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may request copies of any information contained therein to be provided in a reasonable period of time;
- (d) The employee may have a representative of the SPOA present during such inspection.

9.3 Review of IIAU History

An employee shall have the right, upon reasonable notice to Inspection and Internal Affairs Unit (IIAU), to view the employee's IIAU history in the presence of an IA investigator. The employee may take notes during the viewing, but cannot leave with any documents or copies of documents, from the file.

9.4 SPOA Access to Personnel File information for Grievances and Arbitrations

The SPOA shall be entitled to information from personnel files that is reasonably necessary to investigate, prepare for, and/or present grievances and arbitrations. Any requested copies shall be at the SPOA's expense. The SPOA agrees to keep all such information confidential.

9.5 Notification

Employees shall be given notice by City when a formal, written warning or other disciplinary documentation is issued. An employee may attach to any material placed within his file a letter of rebuttal, which must remain in the file along with the material. Signing, or refusing to sign, a copy of the disciplinary action shall constitute receipt of notice. The employee shall be entitled to a copy of the disciplinary notice.

ARTICLE 10 - JOB SPECIFICATIONS

The City shall maintain written job specifications that shall include the following: title, nature of work, general description of the duties, and minimum or desirable qualifications for the job. The City will give the SPOA at least thirty (30) days advance written notice of any proposed change in the job specifications and upon request of SPOA, the City shall meet with the SPOA to answer questions from the SPOA about the change.

ARTICLE 11 - BASIC WORK PERIOD AND OVERTIME

Basic Work Period and Overtime shall be governed as set out in SOG 204.1, except that 3 hours shall be substituted for the 2.67 hours amount currently stated in SOG 204.1 subpart 5.3 for Court time.

ARTICLE 12 - SENIORITY

12.1 Definitions

As used herein, (a) the term "Department Seniority" shall mean the continuous length of service or employment with the City of Springfield 's Police Department commencing on the first regularly scheduled workday of the Springfield Police Department Academy or Lateral Academy; and (b) "Rank Seniority" shall mean the effective date of promotion to a particular rank. Seniority for an employee rehired shall commence on the date of rehire.

If two (2) or more employees have the same date of hire or promotion, their respective seniority dates shall be determined in the order of their Department Serial Number (DSN), determined after the completion of the Police Academy, if their department serial number was issued on a competitive basis. In the event that the DSN was issued in any other fashion than a competitive basis, then the employee' s seniority will be determined by averaging each competing employee's academic score and firearms score from their respective Police Academy records .

12.2 Reductions in Force

Any reductions in the size of the bargaining unit shall be made by inverse Departmental Seniority. Members have no right to bump outside the Department. Employees shall be recalled from layoff status by Departmental Seniority. Recall rights shall be preserved for a period of one (1) year from the date of layoff. In order to be eligible for recall an employee must successfully complete background investigation, drug test, polygraph exam, medical examination, and psychological screen. Notice of recall shall be mailed by certified mail to employees at their last place of residence shown on City' s personnel records. Any employee who fails to report for duty within fifteen (15) working days following receipt of notice of recall or within fifteen (15) working days following attempted delivery of such notice if the same is unclaimed or otherwise not actually received shall be deemed as having permanently terminated his employment. Notice of recall shall also be sent to the SPOA so that a list can be prominently displayed by the SPOA to the bargaining unit members.

12.3 Bidding Squads and Shifts

Annually, Bargaining Unit employees shall be permitted to bid on squad assignments and shall be awarded their bids by their Rank Seniority, except for just cause or when departmental need necessitates otherwise. In either case, a written explanation will be provided to the bargaining unit member as to why his/her bid was not accepted.

12.4 Termination of Seniority

Seniority shall terminate when an employee's employment with the City of Springfield Police Department is terminated for any reason other than a layoff of less than twelve (12) months. If an employee challenges his termination and is reinstated, his seniority date shall be the same as if he had not been discharged.

The attached Letter of Agreement dated June 6, 2019 is incorporated into this Agreement by reference.

12.5 Promotions

The Chief will be presented with a list of three (3) names for the first vacancy plus one name for each additional vacancy to select from, ranked in order of final score. In case of a tie score, the tie will be broken by departmental seniority. If there is still a tie, the tie will be broken by DSN, lowest to highest.

12.6 Additional Provisions Applicable to Seniority

The City and the SPOA agree that for purposes of annual shift bidding, departmental seniority, and rank seniority, Merit Rule 8.7 does not apply, and further agree that from and after the November 8, 2015 Letter of Agreement between the parties, only an employee's most recent hire or rehire date is applicable in accordance with this Article 12.

ARTICLE 13 - EXCHANGE OF DUTY

13.1 Duty exchange is defined as the voluntary trading of time worked between two (2) employees of like rank, length of shift, and similar assignment due to the employee's desire or need to attend to personal matters. Each exchange of duty must be mutually agreed to and must be completed and time worked balanced within the same work week. The total number of duty exchanges per employee shall normally be limited to three (3) shifts per calendar year unless approved by the Chief of Police or his designee. The exchange of consideration between employees for payment of duty exchange is prohibited.

13.2 Duty exchange shall be approved through the employee's Chain of Command up to the Bureau Commander or his designee.

13.3 Duty exchange shall be requested in writing and, except in cases of an emergency, the request must be submitted at least two (2) weeks prior to the dates of exchange. Cause for denial of duty exchange shall, when possible, be discussed with the employee prior to denial.

ARTICLE 14 - PRESERVATION OF BARGAINING UNIT WORK

It is the general policy of the City to continue to utilize bargaining unit employees to perform work they presently perform. If in the interest of improved operations, the City wishes to transfer bargaining unit work outside of the bargaining unit, it shall notify the SPOA in advance and meet and discuss with the SPOA alternatives to the proposed removal of bargaining unit work. Subject to the foregoing, the City may transfer work after discussing it with the SPOA as long as the transfer does not cause the layoff of a bargaining unit employee.

ARTICLE 15 - INVESTIGATIVE RIGHTS

15.1 The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against Police Officers received by such Chief of Police from any person.

15.2 Whenever an Officer is under investigation and is subject to interrogation by members of his agency, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- a. Interrogation: When an Officer is under investigation by the Springfield Police Department for a complaint received, and is to be interrogated in respect to such complaint by other members of the department when there is a logical possibility that disciplinary action, demotion, or dismissal may result, such interrogation shall be conducted as follows:
- b. The Officer shall be informed of the name of all complainants, if known, unless it is determined by the Chief that so informing the officer will compromise the investigation in any way.
- c. Preliminary discussions with supervisory personnel within the Police Department, in relation to a complaint received, shall not be considered as interrogation as used herein; provided however, if the complaint is then pursued the information discussed shall not be used against the officer.
- d. The Officer under investigation shall be informed of the rank, name, and command of the Officer in charge of the investigation, the interrogating Officer, and all persons present during the interrogation. All questions directed to the Officer under interrogation shall be asked by and through one interrogator at any **one time**.
- e. The Officer under investigation shall be informed of the nature of the **investigation prior to any interrogation**.
- f. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- g. The Officer under interrogation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to obtain testimony or evidence.
- h. The Officer under interrogation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of the interrogation and of his responsibility to answer all questions, and this notification shall be included on the tape recording or written record of the session.
- i. At the request of any Officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who may be present at all times during such interrogation.

j. Interrogation of Officers under investigation will be audio recorded and a transcript will be prepared from that record and both will be made available as part of the investigative file. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information, but may be used at the discretion of the City in administrative hearings or for other administrative purposes.

15.3 An Officer under investigation shall receive written notification from the investigating Officer or Chief of Police as to the determination of the investigation. Should an Officer be disciplined by suspension, demotion, dismissal, transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons therefore.

15.4 No Officer shall be discharged, disciplined, demoted, or denied promotion, transfer, or reassignment, or otherwise be discriminated against in regard to his employment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this regulation.

15.5 The results of any polygraph required by the department shall be inadmissible in a personnel board or arbitration hearing.

15.6 Nothing herein is intended to limit Garrity and other constitutional rights.

ARTICLE 16 - DISPUTE RESOLUTION GRIEVANCE PROCEDURE

16.1 Definition of a Grievance

A grievance is defined as any unresolved difference between the City and the SPOA or any employee regarding the application, meaning or interpretation of an express provision of this Agreement or which involves an alleged violation of an express provision of this Agreement and excluding discipline and discharge issues. Grievances concerning discipline or discharge are addressed separately in Article 17.

Grievances may be processed by the SPOA on behalf of an employee, on behalf of a group of employees, or the SPOA itself. Either party may have the grievant, or one (1) grievant representing a group of grievants, present at any step of the grievance procedure, and the employee is entitled to SPOA representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same or similar issues apply to all employees in the group and the grievants seeks a similar type of remedy.

A grievance shall contain a statement of the SPOA's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, and the signature and the date of the grieving employee(s) or a SPOA representative. Unrelated issues shall not be addressed in the same grievance.

The grievance procedure shall be the exclusive mechanism to resolve contract grievances.

16.2 Timeliness

To be considered timely, a grievance must be presented within fifteen (15) calendar days of the date of the occurrence giving rise to the grievance or the date that the aggrieved employee (or SPOA) became aware of, or reasonably should have become aware, of the occurrence, whichever is later. Untimely grievances are waived.

16.3 Informal Dispute Resolution

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute may be made between the employee and his/her immediate supervisor. The employee shall make his complaint to his immediate supervisor. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task, and complain later. The SPOA may initiate grievances at Step 1 described below.

16.4 Grievance Handling

No employee or SPOA representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his immediate safety. Grievances shall not be investigated by the employee or SPOA during working hours unless mutually agreed to by the City and the SPOA.

16.5 Grievance Procedure

Step 1:

If the grievance is not resolved pursuant to the informal dispute resolution procedure the SPOA shall make a determination whether it should be pursued based upon the merits of the grievance; if so, it shall prepare a written grievance and present it to the Department's designated representative for handling grievances no later than ten (10) calendar days after the employee was notified of the decision of the supervisor. If the SPOA elects to skip informal dispute resolution, then any grievance must be made within the time prescribed by Section 16.2. A grievance must be on an approved grievance form and may be delivered via electronic mail or hard copy. Within ten (10) calendar days after the grievance has been submitted, the Department's representative or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Department's representative shall respond in writing to the grievant and the SPOA Representative within five (5) calendar days following the meeting. If the Department does not respond within the time limit s, the SPOA may advance the grievance to the next step.

Step 2:

If the grievance is not settled at Step 1, a written appeal may be filed within five (5) calendar days after the decision of the Department's representative to the Chief of Police or his designee. Within ten (10) calendar days thereafter, the Chief of Police or his designee shall meet with the grievant and the SPOA Representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Chief of Police or his designee shall respond in writing to the grievant and the SPOA within five (5) calendar days following the meeting.

Step 3:

If the SPOA is not satisfied with the response of the Chief of Police, it may either file a written request for arbitration or request that the Human Resources Director (or his/her designee) review the Response within ten (10) calendar days of receiving the Response. If the SPOA elects to request that the Human Resources Director review the grievance, the Human Resources Director must either deny the grievance or issue a decision within fifteen (15) calendar days of the SPOA's request. Within ten (10) calendar days of receiving the HR Director's decision the grievance may be advanced to arbitration.

Step 4:

If the dispute is not settled at Step 2 or 3, whichever is applicable, the SPOA may demand in writing that a grievance be submitted to arbitration no later than thirty (30) calendar days from the conclusion of Step 2 or 3, whichever is applicable. Grievances which are not advanced timely are waived.

Within twenty (20) calendar days after SPOA has demanded arbitration, a representative of the City and the SPOA shall meet to try to agree upon an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) calendar days after such meeting, the parties shall request the FMCS to submit a list of seven (7) arbitrators. Either party shall have the right to reject one (1) entire list of arbitrators. The arbitrator shall be selected from the list of seven (7) by alternate strikes by the City representative and the SPOA. A coin toss shall be used to determine the first strike. The loser of the coin toss shall strike first. The person whose name remains on the list shall be the arbitrator. All hearings shall be held in the City of Springfield unless otherwise agreed to.

Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. Jointly submitted facts and issues will be binding on the arbitration. The City or SPOA shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the City and the SPOA. Costs of arbitration shall include the arbitrator's fees, room cost and transcription costs. The

decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding.

16.6 Authority of the Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide *only* the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement as submitted to him by the parties and shall have no authority to make a decision on any issue not so submitted to him. The arbitrator shall be without power to make decisions contrary to or inconsistent with applicable federal or state law or public policy. The arbitrator shall submit his or her decision in writing within forty-five (45) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented, consistent with applicable law and public policy. The arbitrator shall have the authority to fashion an award consistent with the requested remedy. A decision rendered consistent with the terms of this Agreement shall be final and binding.

16.7 Grievance Processing and Time Limits

- A. Up until an arbitrator issues a decision, grievances may be withdrawn at any step of the grievance procedure without precedent.
- B. Time limits may only be extended by mutual agreement, confirmed in writing by both parties.
- C. Any grievance that is not filed or advanced within the time limits set forth in this Article will be considered to be abandoned and waived.

ARTICLE 17 - DISCIPLINE GRIEVANCES

17.1

If a member of the bargaining unit is demoted in rank, suspended without pay, or discharged and believes the discipline lacks just cause, he or she may appeal the decision pursuant to Rule 13.4(c) or 13.5(c) of the Merit System Rules, except as modified herein. A member of the bargaining unit(or former member) may appeal the discipline by either (1) filing an appeal with the Personnel Board, or (2) waiving their right to a Personnel Board appeal and requesting a final decision from the City Manager. In either case, he or she must submit a written request stating the facts pertinent to his or her appeal, and attach the appropriate SPOA Discipline Appeal Process Form, within fifteen (15) calendar days of the effective date of the discipline, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

17.1(a).Requesting A Personnel Board Hearing

If the employee or former employee requests a hearing before the Personnel Board, he or she must submit his or her written request, attached to the appropriate SPOA Discipline Appeal Process Form, stating the facts pertinent to the appeal, to the Secretary to the Board (the Director of Human Resources) at the Director's office. Personnel Board appeal hearings will be conducted in accordance with procedures set forth in Merit Rule 13.6, Personnel Board Hearing. At the conclusion of the hearing, the Personnel Board's recommendation will be submitted to the City Manager, whose decision is final. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to the designated SPOA representative within 24 hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter.

17.1(b). Waiving Right to a Personnel Board Hearing and Requesting A Decision from City Manager

If the employee or former employee waives his or her right, in writing, to a hearing before the Personnel Board, and requests a final decision directly from the City Manager, he or she must submit a written request stating the facts pertinent to the appeal, attached to the appropriate SPOA Discipline Appeal Process Form, and deliver same to the City Manager, with a copy delivered to the Director of Human Resources. The City Manager will make a decision no later than fifteen (15) calendar days after receiving the written request, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day. The written decision by the City Manager's Office will be hand delivered to the employee or former employee with a copy to a designated SPOA representative within twenty-four (24) hours of the written decision date; provided however, if the employee has been terminated or is otherwise not at work, the City Manager's decision will be sent to the employee/former employee by regular and certified mail with copies to the designated SPOA representative, and, for all intents and purposes, the letter shall be considered received three (3) days from the post mark of the letter. The employee or former employee will have fifteen (15) days after the receipt of the decision to request the SPOA to file a grievance.

17.2. Arbitration or Circuit Court

If the employee/former employee is not satisfied with the City Manager's decision resulting from either 17.1(a) or 17.1(b), he or she may file a grievance with the SPOA or pursue his or her right of appeal to the Circuit Court.

The decision to file a grievance must be documented on the appropriate SPOA form and submitted to the SPOA office no later than fifteen (15) calendar days after receipt of the City Manager's decision, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then it shall be considered timely if delivered on the next succeeding working day.

If the employee/former employee files a grievance with the SPOA, the SPOA will notify the City, via the Director of Human Resources, of its decision whether or not to demand arbitration of the grievance within fifteen (15) calendar days after receipt of the grievance, except in the event the 15th day falls on a Saturday, Sunday or City holiday, then the notification shall be considered timely if delivered on the next succeeding working day. If the SPOA demands

arbitration, the grievance will be arbitrated according to the procedures of Step 4 of Subsection 16.5 (Grievance Procedure) of this Agreement. If the SPOA declines to arbitrate the grievance, the employee/former employee may nevertheless retain his right to appeal the decision to Circuit Court.

An arbitrator's decision will be final and binding. An employee or former employee whose disciplinary grievance is advanced to arbitration must waive, in writing on the appropriate SPOA form, his or her right to appeal the discipline in Circuit Court pursuant to Sections 536.100 to 536.150 R.S.Mo.

ARTICLE 18 - WAGES

18.1 Effective during Fiscal Year 2022, the City will fund the Merit Steps for all Salary Grades within the bargaining unit contained in the Law Enforcement Schedule (LES) salary schedule.

The City will also increase the salary of the top step for LES 2 salary grade by 3%, the top step for LES 5 salary grade by 2% and the top step for LES 10 salary grade by 1%.

In addition, the City will implement a 1.5% across-the-board increase for Steps 6-12 of the LES 2 salary grade, and a 1% across-the-board increase for Steps 6-12 of the LES 5 salary grade and LES 10 salary grade.

These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021. The City will issue a new salary schedule, a copy of which is attached as Addendum I.

Employees in Steps 2 – 4 of the LES 2 salary grade as of July 1, 2021 will be moved to Step 5 as follows:

- Police Officers on step 4 will move to step 5 effective with the pay period beginning July 18, 2021.
- Police Officers on step 3 will move to step 5 effective with the pay period beginning August 15, 2021.
- Police Officers on step 2 with a July 19 appraisal increment date, will advance to step 3 effective with the pay period beginning July 18, 2021; and then will advance to step 5 with the pay period beginning September 26, 2021.
- Police Officers on step 2 with a February 14 appraisal increment date, will advance to step 5 with the pay period beginning October 24, 2021.
- Police Recruits hired on May 3, 2021 will advance to LES-2, step 2 effective the beginning of the first full pay period following the police academy graduation and after being commissioned as a law enforcement officer; and then will advance to LES-2, step 5 on the pay period beginning January 16, 2022.

Once Police Officers move to step 5 as noted specifically in this section, their appraisal increment date will be reset to the effective date of the move. Once advancement to Step 5 occurs, the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

Beginning with the Police Recruits hired for the January 2022 Police Academy, and thereafter, LES Probationary Police Recruits will be hired in at step 4, which will be set at 10% less than step 5, and will become the new Police Recruit starting pay. LES probationary employees who graduate from the Springfield Police Academy and after being commissioned as a law enforcement officer, shall advance on the LES-2 salary grade from step 4 to step 5 beginning the first full pay period following the police academy graduation. Once advancement to Step 5 occurs, the employee is then eligible to advance to the next step consistent with the criteria outlined in Merit Rule 18.2(a).

18.2 The SPOA may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2023 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2022. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOA's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.3 The SPOA may notify the City of its desire to engage in wage reopener negotiations for Fiscal Year 2024 at least 30 days before the commencement of such successor negotiations. The negotiations shall begin no later than March 1, 2023. Before the commencement of negotiations, the City shall provide the SPOA a detailed cost analysis of the current wages and benefits of the bargaining unit and a projection of the cost of funding the merit steps in Excel spreadsheet form that is not locked in order to facilitate the SPOA's calculation of the cost of its proposals. It is the objective of this schedule for wage reopener negotiations to begin in sufficient time for the SPOA's proposals to be considered during the budget process.

18.4 At any time in during the term of this Agreement, either party may notify the other party in writing that it wishes to re-open this Agreement for the limited purposes of: 1) modifying this Agreement to accommodate any ARPA funds allocated to the bargaining unit by the City; 2) negotiating over the City's decision to require members of the bargaining unit to be vaccinated against COVID-19; and/or discussing the issue of overtime/compensatory time if the City elects to employ 12 hour schedules. The parties recognize that the reopener for ARPA funds is part of the consideration for acceptance of the provisions in this CBA, including this Article 18, and that any agreement reached as part of that reopener, including any agreement for premium pay or for other payment of ARPA funds, is also part of the consideration for this CBA.

18.5 Effective with the pay period beginning October 10, 2021, members of the bargaining unit assigned as Field Training Officers will be provided a \$50 per day stipend for days when they are actually training.

18.6 Effective with the pay period beginning January 2, 2022, members of the bargaining unit who serve as language translators will be provided a stipend of \$50 per day for days when they are called upon to serve as translators.

ARTICLE 19 - UNIFORM ALLOWANCE

19.1 Effective Date and Allowance

Effective the first full pay period on or after July 3, 2011, all bargaining unit members will receive a semi-annual clothing allowance of seven-hundred twenty-five dollars (\$725.00) within the pay period in which September 15 and March 15 occur.

19.2 Police Officers - Academy

New Police Officers (Academy) participate in both the Police Academy and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, new Police Officers (Academy) will be issued Academy uniforms and equipment to be worn during academy training. The Academy uniforms shall be returned to the police department upon graduation from the academy. Upon graduation from the Police Academy, new Police Officers will be issued Police Officer uniforms and equipment required for field training .

19.3 Police Officers - Lateral Hires

Police Officers (Lateral Hire Program) participate in both the Orientation Program and the Field Training Program during their tenure and could incur considerable initial out-of-pocket expenses due to uniform requirements in both programs. As a result, Police Officers (Lateral Hire Program) will be issued both required uniforms and related equipment.

19.4 Police Officers - Reinstatements

Reinstated employees, who are not required to complete the Academy or Field Training, will not be eligible for any uniform benefits(s) under the Police Officers Academy or Police Officers Lateral Hire Program.

19.5 Eligibility

New Police Officers (Academy) and Police Officers (Lateral Hire Program) will not be eligible to receive the semi-annual uniform allowance until one year after the date of their graduation from the Police Academy.

ARTICLE 20 - LEAVE GOVERNED BY MERIT RULES

20.1 Vacation

The provisions of the current Merit Rules are incorporated by this reference and shall govern vacation leave of officers during the term of this Agreement.

20.2 Sick Leave Benefits and Sick Leave Redemption

The provisions of current Merit Rules are incorporated by this reference and shall govern sick leave benefits and sick leave redemption of officers during the term of this Agreement.

20.3 Holidays

The provisions of current Merit Rules are incorporated by this reference and shall govern holidays of officers during the term of this Agreement.

20.4 Military Leave

The provisions of current Merit Rules are incorporated by this reference and shall govern Military leave of officers during the term of this Agreement.

ARTICLE 21 - FUNERAL LEAVE

21.1 Definitions

Bargaining Unit members, hereby referred to as officer(s), shall be granted up to three (3) working days leave as needed in the event of death of spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, step-parents, spouse's grandmother or grandfather.

21.2 Service as Pallbearer

Officers shall be granted up to (10) ten hours leave per calendar year to act as a pallbearer for a person who was a Police Department employee at the time of his death. Such leave shall not be granted to more than six (6) employees at any one time, and may only be granted once a year per funeral.

21.3 Exceptions - Discretionary Funeral Leave

The Chief of Police, or his designee, may, at his discretion, also approve funeral leave requests for officers, within the guidelines stated above, in the event of the death of other relatives or relations not listed above.

Requests for discretionary funeral leave for relatives or relations not listed above shall be communicated by supervisory personnel to the Chief of Police for consideration the same or first business day possible following the request. The Chief of Police or his designee shall notify the officer of his decision as soon as possible. In the event an officer elects to use accrued leave (vacation, floating holidays, etc.) for the funeral prior to a final decision being reached, such leave shall be changed to funeral leave upon approval of the request and leave balances shall be adjusted accordingly.

21.4 Funeral Leave Under Merit Rule 21.7

In addition to the above, members of the Bargaining Unit shall receive the full funeral leave benefits offered to all City employees under Merit Rule 21.7, as amended June 2018 and as may be amended in the future.

ARTICLE 22 - VACATION PAYOUT

Vacation balance shall be paid out upon retirement or termination per Administrative Memorandum No. 49.

ARTICLE 23 - SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining parts or portion of this Agreement shall remain in full force and effect.

ARTICLE 24 - NO STRIKE/NO LOCKOUT

24.1 No Strike Commitment

Neither the SPOA nor any of its officers or agents may call, initiate, authorize, participate in, sanction, encourage, or ratify any strike, work stoppage, slow down, unauthorized absence, picketing of the City over terms and conditions of this Agreement, "work to rule" action, or the concerted interference with the full, faithful and proper performance of the duties of employment with the City during the term of this Agreement. Neither the SPOA nor any officer shall refuse to cross any picket line, by whomever established. These prohibitions do not apply to informational picketing, hand billing and other forms of protected speech designed to communicate with the public about issues of concern to the SPOA. Such communications shall not request any kind of work stoppage. The SPOA's right to conduct informational picketing or hand billing as set forth herein shall be subject to the following conditions: 1) no picketing or hand billing on Department property, 2) no person shall represent himself as speaking as a member of or on behalf of the Police Department, 3) persons engaging in such activities shall be off-duty, and 4) persons engaging in such activities shall not be in police uniform.

24.2 Performance of Duty

It is recognized that employees covered by this Agreement may be required, in the line of duty, to perform duties growing out of, or connected with, labor disputes which may arise within the City. The SPOA agrees that no disciplinary action or other action will be taken by the SPOA against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

24.3 Resumption of Operations

In the event of actions prohibited in Section 24.1 above, the SPOA immediately shall disavow such action and request the officers to return to work, cease work slowdown or cease all other actions prohibited in Section 24.1 and shall use its best efforts to achieve a prompt resumption of normal operations. The SPOA, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

24.4 Discipline of Strikers

Any officer who violates the provisions of Section 24.1 shall be subject to immediate discharge. Any action taken by the City against any officer who participates in action prohibited by Section 24.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure except that the issue of whether an officer in fact participated in a prohibited action shall be subject to the grievance procedure and disciplinary procedure.

24.5 No Lockout

The City will not lock out any employee(s) covered by this Agreement during the term of this Agreement as a result of a labor dispute with the SPOA.

ARTICLE 25 - DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this agreement shall take effect as of July 1, 2021, and shall continue in full force and effect to and including June 30, 2024, and the City and the SPOA shall meet at least one hundred twenty (120) days prior to its expiration date to negotiate a successor agreement. Over the course of the re-negotiation period, both parties will meet in good faith with the intent to reach an agreement. Should such an agreement not be reached within sixty (60) days of the expiration of this agreement, either party may declare an impasse.

This agreement shall remain in effect during the negotiations for a new agreement. In the event no agreement is reached by the end of the contract period, the agreement shall remain in full force and effect until such time as the parties enter into a new agreement.

ARTICLE 26 - RATIFICATION BY SPOA

The City shall have no obligation to submit a proposed agreement to the City Council until the SPOA has certified to the City that the Bargaining Unit has ratified the proposed agreement.

ARTICLE 27 - APPROVAL OF THE AGREEMENT

The following individuals by endorsing this Agreement represent that they are authorized to express the approval of the terms and provisions of this Agreement on behalf of the SPOA and on behalf of the City's bargaining team.

SPOA 22

The City of Springfield

Andrew Zinke, President

Jason Gage, City Manager
City of Springfield

Date

Date

Approved as to form:

City Attorney or designee

CITY OF SPRINGFIELD, MO
Human Resources Department
LAW ENFORCEMENT (LES) UNION SALARY SCHEDULE

Addendum 1

SALARY CHANGE:

G.O. XXXX, CBA- LES 2, Step 4 = 10% below LES 2-Step 5; LES 2, Step 14 – 3% Increase; LES 5, Step 14 – 2% Increase; LES 10, Step 14 – 1% Increase; LES 2, Steps 6-12 – 1.5% Increase; LES 5 and LES 10, Steps 6-12 – 1% Increase

EFFECTIVE DATE: 7/4/2021

GRADE	STEP 1		STEP 2		STEP 3		STEP 4		STEP 5		STEP 6		STEP 7		STEP 8		GRADE
		1,480.80		1,557.60		1,636.00		1,608.80		1,769.60		1,874.40		1,957.60		2,053.60	
LES 2	18.51	38,500.80	19.47	40,497.60	20.45	42,536.00	20.11	41,828.80	22.12	46,009.60	23.43	48,734.40	24.47	50,897.60	25.67	53,393.60	LES 2
		1,610.40		1,678.40		1,750.40		1,840.80		1,925.60		2,033.60		2,124.00		2,228.00	
LES 5	20.13	41,870.40	20.98	43,638.40	21.88	45,510.40	23.01	47,860.80	24.07	50,065.60	25.42	52,873.60	26.55	55,224.00	27.85	57,928.00	LES 5
		1,847.20		1,946.40		2,028.00		2,128.80		2,225.60		2,349.60		2,452.80		2,576.00	
LES 10	23.09	48,027.20	24.33	50,606.40	25.35	52,728.00	26.61	55,348.80	27.82	57,865.60	29.37	61,089.60	30.66	63,772.80	32.20	66,976.00	LES 10

GRADE	STEP 9		STEP 10		STEP 11		STEP 12		STEP 13		STEP 14		GRADE
		2,136.80		2,222.40		2,310.40		2,401.60		2,554.40		2,697.60	
LES 2	26.71	55,556.80	27.78	57,782.40	28.88	60,070.40	30.02	62,441.60	31.93	66,414.40	33.72	70,137.60	LES 2
		2,317.60		2,410.40		2,507.20		2,606.40		2,781.60		2,908.80	
LES 5	28.97	60,257.60	30.13	62,670.40	31.34	65,187.20	32.58	67,766.40	34.77	72,321.60	36.36	75,628.80	LES 5
		2,680.80		2,786.40		2,897.60		3,014.40		3,235.20		3,317.60	
LES 10	33.51	69,700.80	34.83	72,446.40	36.22	75,337.60	37.68	78,374.40	40.44	84,115.20	41.47	86,257.60	LES 10

Dark Gray: Per CBA, Steps 1, 2, and 3 will be phased out during Fiscal Year 2022

Light Gray: Per CBA, Step 4 will remain at \$21.26 until 07/18/21. Effective 07/18/21, Step 4 will be 10% below Step 5 at \$20.11

One rdg. _____
P. Hrngs. _____
Pgs. 8 _____
Filed: 06-08-21 _____

Sponsored by: McClure _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 - 156 _____

GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code, Section 2-92, known as the ‘Salary Ordinance,’ relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule, by making provision for nine new job titles and by deleting three job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection and Law Enforcement Schedules; by amending language originally added by General Ordinance 5089, Section 5(b), and later amended by General Ordinance 5278, Section 10(b), General Ordinance 5564, Section 10(b), General Ordinance 6459 Section 6(b), and General Ordinance 6533, Section 7b, relating to the Law Enforcement Schedule; by amending language originally added by General Ordinance 5432, Section 3, and later amended by General Ordinance 5564, Section 11, and General Ordinance 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager’s Office and adjusting the authorized employee positions.

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

(NOTE: Throughout this document, underlined language has been added, and ~~stricken~~ language has been deleted.)

Section 1 – Section 2-92 of the City Code, known as the ‘Salary Ordinance,’ relating to various salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical (“PAT”) Schedules and the Crafts, Trades and Labor (“CTL”) Schedule is hereby amended by adding and deleting the

following job title(s), with said changes to be effective July 4, 2021:

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

<u>Classification</u>	<u>Salary Grade</u>
City Clerk Administrative Specialist	PAT-4
City Clerk Compliance Specialist	PAT-6
Concessions Supervisor	PAT-6
Concessions Coordinator	PAT-7
Senior Collection Systems Monitoring Technician	PAT-7
Deputy City Clerk	PAT-8
Concessions & Catering Administrator	PAT-10
Development Project Facilitator	PAT-11U
Grounds & Building Maintenance Coordinator	CTL Non-Union-8

Proposed Job Title and Salary Grade
(Title to be Deleted)

<u>Classification</u>	<u>Salary Grade</u>
City Clerk Specialist	PAT-6
Concessions Supervisor	PAT-7
Assistant City Clerk	PAT-8

Section 2 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ is hereby amended by funding the Merit Steps for the steps and salary grades contained in the Professional, Administrative & Technical (“PAT”) Schedules, and by establishing a new top step ten (10) for each salary grade level within the Professional, Administrative and Technical (“PAT”) Schedule in the amount of two percent (2%) above the previous top step nine (9) and establishing a new top step fifteen (15) for Professional, Administrative, and Technical Unclassified (PAT-Unclassified) Schedule in the amount of two percent (2%) above the previous top step fourteen (14). These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

Section 3 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ is hereby amended by funding the Merit Steps for the steps and salary grades contained in the Crafts, Trades and Labor Non-Union (“CTL Non-Union”) Schedule, and by establishing a new top step ten (10) for salary grade levels eight (8) through thirteen (13) and a new top step eleven (11) for salary grade levels fourteen (14) through seventeen (17) in the amount of two and fifty-five hundredths percent (2.55%). These changes shall be effective for the pay period commencing July 4, 2021, with a corresponding pay date of July 22, 2021

79 Section 4 – Section 2-92 of the Springfield City Code, known as the ‘Salary
80 Ordinance,’ is hereby amended by funding the Merit Steps for the steps for the non-
81 union salary grades ten (10) through sixteen (16) contained in the Fire Protection
82 Schedule (“FPS”), and by establishing a new top step thirteen (13) for non-union salary
83 grade levels ten (10) through sixteen (16) in the amount of two percent (2%) above the
84 previous top step twelve (12). These changes shall be effective for the pay period
85 commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

86
87 Section 5 – Section 2-92 of the Springfield City Code, known as the ‘Salary
88 Ordinance,’ is hereby amended by funding the Merit Steps for the steps for the non-
89 union salary grades thirteen (13) through sixteen (16) contained in the Law Enforcement
90 Schedule (“LES”), and by amending said schedule for non-union salary grades thirteen
91 (13) through sixteen (16) by freezing salary steps five (5) through eight (8), as well as
92 step eleven (11); and by increasing the base pay rate of step fifteen (15) in the amount
93 of two and one-quarter percent (2.25%). These changes shall be effective for the pay
94 period commencing July 4, 2021, with a corresponding pay date of July 22, 2021.

95
96 Section 6 – Section 2-92 of the Springfield City Code, known as the ‘Salary
97 Ordinance,’ as amended by language originally added in 2001 by General Ordinance
98 (“G.O.”) 5089, Section 5(b), and later amended by G.O. 5278, Section 10(b), G.O. 5564,
99 Section 10(b), G.O. 6459 Section 6(b), and G.O. 6533, Section 7b, regarding partial
100 step levels above the top step (as it existed in 2001) on the Law Enforcement Schedule
101 (“LES”), is hereby further amended as follows:

102
103 (b) By the establishment of five partial step levels (steps 9, 10, 11, 12, and
104 13) above step 8, which encompasses steps above Step Eight (8) of the schedule for
105 each such position, excluding positions at the rank of Police Lieutenant and above,
106 eligibility for each such partial step increase shall be based upon meeting pre-
107 established performance standards for the employee in his job position, as may be
108 determined and approved by the Chief of Police, at his sole discretion. An employee’s
109 shall only be eligibility for any the top step after attainment by the employee of all
110 partial step increases, and shall also be based upon meeting pre-established
111 performance standards by the employee in his job position, as may be determined and
112 approved by the Chief of Police, at his sole discretion. Going forward, the performance
113 top step will always be the highest numbered step. Awarding of the performance top
114 step increase shall only apply to the particular budget year in which the increase was
115 approved. The continued payment of this increased amount may be discontinued if, in
116 the sole judgment of the Chief of Police, the employee’s continued job performance
117 does not merit the payment of the performance increase for any subsequent year.
118 Nothing in this provision shall prevent an employee from receiving an additional step
119 increase through the typical approval process. An employee shall be eligible for the first
120 partial step only if such employee has remained at Step Eight (8) for a minimum of one
121 year. In cases of promotion of employees from positions in which they are on such a
122 partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply. In
123 cases of voluntary demotion, the employee may be placed on any partial step, except
124 the highest partial step in the grade, that results in the smallest decrease in pay for the

employee. ~~The provisions of Merit Rule 18.1(e) shall apply.~~

Section 7 – Section 2-92 of the Springfield City Code, known as the ‘Salary Ordinance,’ as amended by language originally added in 2004 by G.O. 5432, Section 3, and later amended by G.O. 5564, Section 11, and G.O. 6533, Section 5, set out below, relating to the then establishment of four partial steps and one discretionary step, and the exemption of positions at the Battalion Chief or above from certain eligibility requirements on the Fire Protection Schedule is hereby further amended as follows:

The establishing of four (4) partial step levels (that is, partial steps 7, 8, 9 and 10) above the current top Step (that is, Step 6) of each of the steps and grades contained in the Fire Protection Schedule (FPS) ~~excluding positions at the rank of Battalion Chief and above,~~ with each such partial step to represent a One Thousand, Two Hundred Dollar (\$1,200.00) increase in the base rate pay for the grade level, and by further establishing a new top step (step 11) ~~an additional increase for such positions~~ in the amount of up to five percent (5%) in the base rate pay above the last such partial step. Except for positions at the rank of Battalion Chief and above, ~~Eligibility for each such~~ partial step increase shall be based upon meeting pre-established performance standards for the employee in his job position, as may be determined and approved by the Fire Chief, at his sole discretion. Except for positions at the rank of Battalion Chief and above, ~~Eligibility for the new top step (step 11) up to 5% increase~~ shall be only after attainment by the employee of all four partial step increases, and shall also be based upon meeting pre-established performance standards by the employee in his position, as may be determined and approved by the Fire Chief, at his sole discretion. ~~Awarding of the up to 5% performance increase shall only apply to the particular budget year in which the increase was approved. The continued payment of this increased amount may be discontinued if, in the sole judgment of the Fire Chief, the employee's continued job performance does not merit the payment of the performance increase for any subsequent year.~~ This will be effective the first full pay period in July 2005, which is July 10, 2005, through July 23, 2005, payable July 28, 2005. Employees who have been at the current top step in grade for a minimum of one year, as of July 10, 2005 will be eligible for the first partial step. In cases of promotion of employees from positions in which they are on such a partial step at the time of promotion, the provisions of Merit Rule 18.1 (g) shall apply. In cases of voluntary demotion, the employee may be placed on any partial step, except the highest partial step in the grade, that results in the smallest decrease in pay for the employee. The provisions of Merit Rule 18.1(e) shall apply.

The June 2021 amendments to G.O. 5432, Section 3, and G.O. 6533, Section 5, are meant only to clarify the language of the Salary Ordinance. Those changes only modify G.O. 5432, Section 3, and G.O. 6533, Section 5, language, and are not meant to override any other changes that occurred after the passage of G.O. 5432 in 2004, including changes that may have created a new top step, altered the differences in amount between each partial step, closed off certain partial steps, or increased the top step to an amount more than 5% above the next highest step or partial step.

171 Section 8 – The Fiscal Year 2021-22 budget for the Department of City Manager
172 is hereby amended by changing the number of authorized job positions for said
173 department, specifically by adding the full-time equivalent position of one Development
174 Project Facilitator, PAT-11U, to the department.

175
176 Section 9 – This Ordinance shall be in full force and effect immediately after its
177 passage by City Council.

178
179 Passed at meeting: _____

180
181
182 _____
183 Mayor

184
185 Attest: _____, City Clerk

186
187 Filed as Ordinance: _____

188
189 Approved as to form: Rhonda Lewsader, City Attorney

190
191 Approved for Council action: Jason A. Hays, City Manager
192
193

EXPLANATION TO COUNCIL BILL 2021- 156

FILED: 06-08-21

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend Chapter 2, Article III, Division 1 of the Code of Ordinances of the City of Springfield, Missouri, Section 2.92, known as the 'Salary Ordinance,' relating to salary grades for various job titles within the City service as contained in the Professional, Administrative and Technical Schedules and the Crafts, Trades and Labor Non-Union Schedule by making provision for nine (9) new job titles and deleting three (3) job titles; by providing pay adjustments for employees on the Professional, Administrative and Technical Schedules; by providing pay adjustments for employees on the Crafts, Trades, and Labor Non-Union Schedule, as well as for certain non-union salary grades in the Fire Protection Schedule and the Law Enforcement Schedules; amending language originally added by G.O. 5089, Section 5(b), and later amended by G.O. 5278, Section 10(b), G.O. 5564, Section 10(b), G.O. 6459 Section 6(b), and G.O. 6533 Section 7b relating to partial steps for the Law Enforcement Schedule; by amending language originally added by G.O. 5432, Section 3, and later amended by G.O. 5564, Section 11, and G.O. 6533, Section 5, relating to the Fire Protection Schedules; and by adding one full-time equivalent position of a Development Project Facilitator (PAT-11U) to the City Manager's Office and adjusting the authorized employee positions.

BACKGROUND: This is the annual salary ordinance. It contains recommendations related to routine job title additions due to department organizational changes and completed job studies. Additionally, it includes deletions for job titles that are no longer being used or will not be used if the new job titles are approved.

This Council bill also contains annual pay plan improvements for non-union employees. The funding of Merit Steps is recommended for all non-union employees. Specific pay increases include the following: for the Professional, Administrative and Technical ("PAT") Schedules, the establishment of a new top step at 2% above the current top step; for the Crafts, Trades and Labor Non-Union ("CTL Non-Union") Schedule, the establishment of a new top step at 2.55% above the current top step; for non-union positions on the Fire Protection Schedule ("FPS"), the establishment of a new top step at 2% above the current top step; and for the non-union positions on the Law Enforcement Schedule ("LES"), a 2.25% increase to the top step, as well as freezing certain pay steps to aid in creating a more appropriate and more significant pay differential between the ranks of Sergeant and Lieutenant.

These pay changes are recommended to be effective with the pay period beginning July 4, 2021, with a corresponding pay date of July 22, 2021.

Additionally, this Council bill references the history of the partial pay steps of the LES Salary Schedule. Currently, these "partial" steps are authorized for use when special

prescribed performance standards are met. In an effort to expand the starting pay range for lateral police officer hires, amendments are being made to this language to provide the Police Chief with options to offer starting pay up to, but not including, the top step of the salary range, with only the top step being identified for a special performance pay step going forward. This change effects current employees as well as lateral hires. Further, as the steps are no longer “partial,” that terminology has been removed.

Next, amendments are being made to the language added by prior ordinances and regarding the FPS Salary Schedule. Specifically, G.O. 5532 established four (4) additional partial steps on the FPS, with those partial steps being steps 7, 8, 9, and 10. G.O. 5532 also contained language allowing for an additional increase of up to 5% for positions at the top partial step (10), which has been interpreted as allowing a (then) new top step (step 11). However, the language in G.O. 5532 did not explicitly create a new step 11, providing instead for a discretionary increase of up to 5% above the last partial step (step 10) for those positions that had already progressed through the new, four partial steps and met certain performance standards. As this language was interpreted as, in effect authorizing a (then) new step 11, the Salary Ordinance is being amended to specifically provide for the creation of step 11.

Further, G.O. 5532 established certain criteria needed to progress through the partial steps and move to the (then) new top step of step 11. G.O. 6533 amended the language previously added by G.O. 5532 by adding the phrase “excluding positions at the rank of Battalion Chief and above” to the first sentence of the language added by G.O. 5532. The intent of the language added by G.O. 6533 was to exempt positions at the Battalion Chief rank or higher from having to meet the eligibility requirements originally included in G.O. 5532. This intent can be made clearer by moving the text setting out the exception as provided in this Ordinance.

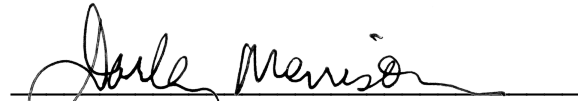
The amendments to the language added by G.O. 5432 (which was subsequently amended by G.O. 6533) are not meant to override, alter, or modify other changes to the Salary Ordinance that occurred after the passing of G.O. 5432. Nor are they meant to be interpreted as in any way changing the current Union or Non-Union Fire Protection Schedules (the Non-Union Schedules currently have a top step of step 12 and the Union Schedules currently have a top step of step 11) or to interfere with or override any changes that have been made through collective bargaining agreements that have occurred since 2005. Rather, the purpose of these changes is merely to clarify the language of the Salary Ordinance that was added by G.O. 5432 and amended by G.O. 6533 so as to reflect current practice.

And finally, a new Full-Time Equivalent position is being requested for the new Development Project Facilitator (PAT-11U) position that was approved earlier in Fiscal Year 2021 as a contract position. This position is in line with City Council priorities to work with and assist both members of the development community and City staff to identify and resolve challenges associated with development services and projects.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies. All costs reflected herein are part of the recently proposed Annual Operating Budget for Fiscal Year 2022.

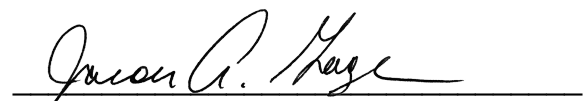
It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:

A handwritten signature in black ink, appearing to read "Darla Morrison", written over a horizontal line.

Darla Morrison,
Director of Human Resources

Approved by:

A handwritten signature in black ink, appearing to read "Jason A. Gage", written over a horizontal line.

Jason Gage,
City Manager

One-rdg. X
P. Hmgs.
Pgs. 4
Filed: 06-22-21

Sponsored by: McClure

COUNCIL BILL 2021-158 RESOLUTION

RESOLUTION

1 AUTHORIZING certain council members to participate in an information seeking trip
2 to Des Moines, Iowa, June 29 to 30, 2021, in order to learn more
3 about Invest DSM, an established housing community development
4 corporation in Des Moines to learn about Des Moines' significant
5 investments in residential development within historic neighborhoods
6 and to identify models that could be utilized in Springfield.
7
8

9 WHEREAS, the City wishes to help families achieve their dream of home
10 ownership and encourage reinvestment in our northside historic neighborhoods; and
11

12 WHEREAS, the City is eager to encourage reinvestment in Springfield's historic
13 neighborhoods; and
14

15 WHEREAS, the city of Des Moines, Iowa, through Invest DSM, has developed
16 programs that may align with the City's goals in assisting families with home ownership
17 and reinvestment of historic neighborhoods.
18

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

22 Section 1 – City Council hereby authorizes Councilmembers Heather Hardinger,
23 Abe McGull, and Richard Ollis to participate in a two-day trip and further authorizes
24 payment of all necessary and incidental expenses incurred by attending said trip.
25

26 Section 2 – Section 2.3(1) of the City Charter authorizes City Council, by
27 adopting this Resolution, to allow for City Council members to be reimbursed for
28 expenses associated with participation in this trip, said reimbursement to be pursuant to
29 Section 2-62 of the City Code and established, travel-expense policies of the City.
30

31 Section 3 – This Resolution shall be in effect immediately upon adoption.
32

33 Passed at meeting:
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47

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 158

FILED: 06-22-21

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

PURPOSE: To authorize certain council members as well as certain members of the Restore SGF Coordinating Committee to participate in an information seeking trip to Des Moines, Iowa June 29-30, 2021, in order to learn more about Invest DSM, an established housing community development corporation in Des Moines; the goals of the visit will be to learn about Des Moines' significant investments in residential development within historic neighborhoods and to identify models that could be utilized in Springfield.

BACKGROUND INFORMATION:

City Councilman Richard Ollis teamed with Community Foundation of the Ozarks President and CEO Brian Fogle, retired banker Bill Owen and Downtown Springfield Association Executive Director Rusty Worley to form "Restore SGF," a collaborative effort to enhance, restore and rehabilitate homes in Springfield's heritage neighborhoods.

The primary goals of Restore SGF are to encourage home ownership and enhance housing stock. Worley says the West Central neighborhood, where he lives, has the lowest rate of home ownership of the 22 registered neighborhoods in Springfield.

Only about 30 percent of the homes in west-central Springfield are owner-occupied. Strategies for Restore SGF include providing a central resource for all residential incentive and loan programs, many of which already exist through the City's Neighborhoods and Planning Office, the Affordable Housing Center, and local lenders. Other strategies include more effectively marketing the programs through partnerships with real estate and banking institutions, stimulating the creation of more rehabilitation and financing options for home buyers and providing more resources to reduce barriers to home ownership and reinvestment in heritage neighborhoods.

Restore SGF's pilot neighborhoods are Midtown, West Central, Woodland Heights, and Grant Beach

Councilmembers Richard Ollis, Abe McGull, and Heather Hardinger and City of Springfield staff Brendan Griesemer, Cora Scott and Melissa Haase will participate with other members of the Restore SGF coordinating committee in a trip to Des Moines, Iowa June 29-30, 2021, to learn more about Invest DSM, an established housing community development corporation in Des Moines. The main goals of the visit will be to learn about Des Moines' significant investments in residential development in historic neighborhoods and to identify models that could be utilized in Springfield.

REMARKS:

Trip Outline

- Departure: Tuesday, June. 29, 2021, 6:30 a.m., from the Busch Municipal Building parking lot, 840 North Boonville Avenue, by Fisk shuttle.
- Return: Wednesday, June. 30, 6:00 p.m.
- Estimated Number of Participants: 15-20
- Hotel (1 Night) - Home2 Suites by Hilton at Drake University
- Estimated Trip Cost: \$300/per person. Includes hotel, transportation, lunch, reception, dinner on Tuesday, and breakfast on Wednesday.

Session Topics

- Overview of Invest DSM
- Tours of Three Special Investment Districts
- Review of Invest DSM Financial Structure as a Sample CDC
- Single-Family Residential Programs Panel
- Residential Partners Panel.

Submitted and recommended by:

Approved by:



Cora Scott, Director
Public Information and Civic Engagement



Jason Gage, City Manager

One-rdg. X
P. Hrngs.
Pgs. 4
Filed 06-22-21

Sponsored by Hardinger

COUNCIL BILL 2021-159 RESOLUTION

A RESOLUTION

1 AUTHORIZING the City Manager, or his designee, to apply for a Youth Homeless
2 Demonstration Program Grant from the Department of Housing and
3 Urban Development, for a minimum amount of \$1,000,000, for the
4 purpose of developing and implementing a coordinated community
5 plan to end youth homelessness.
6
7

8 WHEREAS, in 2010, the Opening Doors: Federal Strategic Plan to End
9 Homelessness set the goal of ending youth homelessness by 2020; and
10

11 WHEREAS, the Department of Housing and Urban Development (“HUD”) has an
12 initiative called the ‘Youth Homelessness Demonstration Program’ that awards grant
13 funds to assist communities in identifying strategies to attain this goal; and
14

15 WHEREAS, if awarded, a Youth Homeless Demonstration Program Grant could
16 be used by the City and its partner agencies to develop and implement a coordinated
17 community plan to end youth homelessness; and
18

19 WHEREAS, the City would partner with the local Continuum of Care, d/b/a The
20 Ozarks Alliance to End Homelessness, in carrying out all of the grant activities; and
21

22 WHEREAS, it is anticipated that the City will be the grant applicant and
23 Community Partnership of the Ozarks will be the lead agency; and
24

25 WHEREAS, the Department of Housing and Urban Development will provide
26 grant funding to our community based on our poverty rate and youth population, and, as
27 part of this grant, a national technical assistance provider will assist in development of a
28 coordinated community plan to end youth homelessness.
29

30 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
31 SPRINGFIELD, MISSOURI, as follows, that:
32

33 Section 1 – The City Manager, or his designee, is hereby authorized to apply for
34 a Youth Homeless Demonstration Program Grant from the Department of Housing and
35 Urban Development, in a minimum amount of \$1,000,000, to develop and implement a

36 coordinated community plan to end youth homelessness.

37
38 Section 2 – This Resolution shall be effective immediately upon adoption.

39
40 Passed at meeting: _____

41
42 _____
43 Mayor

44
45 Attest: _____, City Clerk

46
47 Filed as Resolution _____

48
49 Approved as to form: Jill Burris, Assistant City Attorney

50
51
52 Approved for Council action: Jason A. Hays, City Manager
53

EXPLANATION TO COUNCIL BILL 2021- 159

FILED: 06-26-21

ORIGINATING DEPARTMENT: Planning and Development Department

PURPOSE: To adopt a resolution authorizing the City Manager, or his designee, to apply for a Youth Homeless Demonstration Program ("YHDP") Grant from the Department of Housing and Urban Development ("HUD"), in a minimum amount of \$1 million, to develop and implement a coordinated community plan to end youth homelessness.

BACKGROUND INFORMATION: The goal of the Youth Homeless Demonstration Program ("YHDP") is to support selected communities in the development and implementation of a coordinated community approach to preventing and ending youth homelessness, and sharing that experience with and mobilizing communities around the country toward the same end. The YHDP grant funding will assist communities in identifying strategies to attain the aforementioned goal. This grant, if awarded, will be used to develop and implement a coordinated community plan to end youth homelessness. The City will partner with the local Continuum of Care Doing Business As Ozarks Alliance to End Homelessness in carrying out all of the grant activities. The City of Springfield will be the collaborative applicant, and Community Partnership of the Ozarks will be the subrecipient lead agency, as the contracted agency to facilitate the Ozarks Alliance to End Homelessness. If Springfield is chosen, the Department of Housing and Urban Development ("HUD") will provide grant funding to our community based upon the community's Point in Time ("PIT") counts, poverty level, and fair market rent data. As part of this grant, a national technical assistance provider will assist in development of a coordinated community plan to end youth homelessness.

REMARKS: The City submitted a YHDP grant application in 2017, 2018, and 2019 but did not receive funding. HUD did not issue a Notice of Funding Opportunity ("NOFO") in 2020. Therefore, the current NOFO is providing potential access to two fiscal years of YHDP funding.

Access to this grant funding would assist the Ozarks Alliance to End Homelessness in meeting its goal of preventing and ending youth homelessness.

Submitted by:



Bob Atchley, Senior Planner

Recommended by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, City Manager

One rdg. X
P. Hrngs.
Pgs. 47
Filed: 06-22-21

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021-160

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a COVID-19 and Adult
2 Vaccination Supplemental grant from the Missouri Department of
3 Health and Senior Services in the amount of \$197,913 for use by the
4 Springfield-Greene County Health Department; amending the Fiscal
5 Year 2020-2021 budget in the amount of \$197,913 for the purpose of
6 appropriating the grant funds; and declaring that this bill qualifies for
7 approval in one reading.
8
9

10 WHEREAS, the City has the opportunity, through the Springfield-Greene County
11 Health Department ("SGCHD"), to accept grant funding from the Missouri Department of
12 Health and Senior Services ("DHSS") to increase COVID-19 adult vaccination capacity;
13 and
14

15 WHEREAS, SGCHD will use the grant funds to plan, develop, and maintain a
16 public health workforce to increase said vaccination capacity, including among high-risk
17 and underserved populations; ensure high-quality and safe administration of vaccines;
18 ensure equitable distribution and administration of vaccines; increase vaccine
19 confidence through education, outreach, and partnerships; develop and implement
20 community engagement strategies to improve vaccination efforts; and utilize
21 immunization information systems to support efficient vaccination efforts.
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 hereby authorizes the City Manager, or his designee, to
27 accept COVID-19 and Adult Vaccination Supplemental grant funds in the amount of
28 \$197,913 for use by the Springfield-Greene County Health Department as set forth in
29 "Exhibit A," which is attached hereto and incorporated herein by this reference, and to
30 do all things necessary to carry out the intent of the grant, including execution of the
31 grant contract.
32

33 Section 2 – City Council hereby amends the budget for Fiscal Year 2020-2021 in
34 the accounts and in the amounts as shown on Budget Adjustment No. 073, a copy of
35 which is attached hereto and incorporated herein by this reference as “Exhibit B.”
36

37 Section 3 – City Council hereby finds that the budget adjustment made above
38 has been recommended by the City Manager and further finds that the budget
39 adjustment herein is necessary to meet the need for relevant public expenditure.
40

41 Section 4 – City Council hereby directs the City Manager to cause the
42 appropriate accounting entries to be made in the books and records of the City. In the
43 event additional funding is provided under these grants by the grantor, the Director of
44 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
45 percent and to do all things necessary to carry out the intent of the grants.
46

47 Section 5 – City Council hereby finds and declares this Ordinance relates to
48 grant monies from a state or federal agency, and, pursuant to Section 2.16(25) of the
49 City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance
50 shall be in full force and effect from and after passage.
51

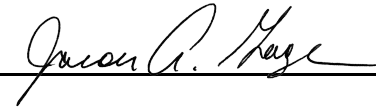
52 Passed at meeting: _____
53

54 _____
55 Mayor
56

57 Attest: _____, City Clerk
58

59 Filed as Ordinance: _____
60

61
62 Approved as to form: , Assistant City Attorney
63

64
65 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 160

FILED: 06-22-21

ORIGINATING DEPARTMENT: Health

PURPOSE:

Authorizing the City Manager, or his designee, to accept a COVID-19 and Adult Vaccination Supplemental grant from the Missouri Department of Health and Senior Services in the amount of \$197,913 for use by the Springfield-Greene County Health Department; amending the Fiscal Year 2020-2021 budget in the amount of \$197,913 for the purpose of appropriating the grant funds; and declaring that this bill qualifies for approval in one reading.

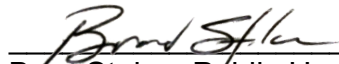
BACKGROUND INFORMATION:

The funding from Missouri Department of Health and Senior Services ("DHSS") will be used by the Springfield-Greene County Health Department ("SGCHD") to plan, develop, and maintain a public health workforce to increase COVID-19 adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach, and partnerships; develop and implement community engagement strategies to improve vaccination efforts; and utilize immunization information systems to support efficient vaccination efforts.

This budget adjustment accepts the increase in funds and budgets the amount of \$197,913 in expenditures in the SGCHD Fiscal Year 2020-2021.

As this Ordinance is for a contract for a state grant, we request that it be passed as a one-reading bill under City Charter Section 2.16(25).

Submitted by:



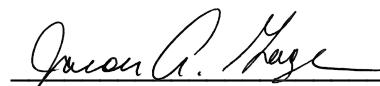
Brad Stulce, Public Health Resource Manager

Recommended by:



Katie Towns,
Interim Director of Health

Approved by:



Jason Gage,
City Manager

**PROGRAM SERVICES CONTRACT****Exhibit A**

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 49862	Contract Title: COVID-19 AND ADULT VACCINATION SUPPLEMENTAL	
Contract Start: 2/1/2021	Contract End: 1/31/2024	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #:		Amend #: 00

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 227 EAST CHESTNUT EXPRESSWAY	
CITY, STATE, and ZIP CODE SPRINGFIELD MO 65802	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON	EMAIL ADDRESS
PHONE NUMBER	FAX NUMBER
TAXPAYER ID NUMBER (TIN) *****0268	DUNS NUMBER 006852255
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME	TITLE
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

1. GENERAL

- 1.1 The contract amount shall not exceed **\$197,913.00** for the period of February 1, 2021 through January 31, 2024.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 1.3.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 1.3.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 1.3.3 Taxes (e.g., city/county/state/federal)
 - 1.3.4 State and local certifications (e.g., professions/occupations/activities)
 - 1.3.5 Licenses and permits (e.g., city/county license, sales permits)
 - 1.3.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.4 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Bureau of Immunizations
Lana Hudanick
930 Wildwood Drive
P.O. Box 570
Jefferson City, MO 65102-0570
573-751-6124
Lana.Hudanick@health.mo.gov

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

2. PURPOSE

- 2.1 The purpose of the COVID-19 and Adult Vaccination Supplemental contract is designed to support local efforts to plan, develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions, including among high-risk and underserved populations; ensure high-quality and safe administration of vaccines; ensure equitable distribution and administration of vaccines; increase vaccine confidence through education, outreach and partnerships; develop and implement community engagement strategies to promote vaccination efforts and utilize immunization information systems to support efficient vaccination efforts by the **Springfield/Greene County Health Department** (hereinafter referred to as the Contractor).

3.0 DEFINITIONS

- 3.1 **High-risk:** COVID-19 is a new disease, more work is needed to better understand the risk factors for severe illness or complications. Potential risk factors that have been identified by CDC to date include:

Age	Race/ethnicity
Gender	Some medical conditions
Use of certain medications	Poverty and crowding
Certain occupations	Pregnancy

- 3.2 **Social vulnerability:** CDC's Social Vulnerability Index (SVI)
Socioeconomic status (below poverty, unemployed, income, no high school diploma)

Household composition & disability (aged 65 or older, aged 17 or younger, older than age 5 with a disability, single-parent households)

Minority status & language (minority, speak English "less than well")

Housing type & transportation (multi-unit structures, mobile homes, crowding, no vehicle, group quarters)

- 3.3 **Underserved population:** In regard to health services, refers to populations which are disadvantaged because of ability to pay, ability to access care, ability to access comprehensive healthcare, or other disparities for reasons of race, religion, language group or social status.

4. DELIVERABLES AND OUTCOMES

- 4.1 The Contractor shall increase COVID-19 vaccination capacity across the jurisdiction, including among high-risk and underserved populations:

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 4.1.1 The Contractor shall expand their operations outside of normal operating times to increase throughput (i.e., provide COVID-19 vaccinations during evenings and/or weekends).
- 4.2 The Contractor shall ensure high quality and safe administration of COVID-19 vaccines:
 - 4.2.1 The Contractor shall designate an adult immunization coordinator and provide the name and contact information to the Bureau of Immunizations by August 1, 2021.
 - 4.2.2 The Contractor shall ensure all personnel receive training on vaccine storage and handling, including monitoring vaccine temperatures, vaccine transport, including any vaccine specific considerations and vaccine administration.
 - 4.2.3 The Contractor should utilize the CDC Patient-Safety-Checklist-508.pdf found at the following link: <https://www.cdc.gov/vaccines/covid-19/downloads/patient-safety-checklist-508.pdf> at each off-site COVID-19 vaccination clinic and maintain documentation.
- 4.3 The Contractor shall ensure equitable distribution and administration of COVID-19 vaccines: For more information please refer to the CDC's Social Vulnerability Index (SVI) found at the following link: <https://www.atsdr.cdc.gov/placeandhealth/svi/index.html>
- 4.3.1 The Contractor shall develop and submit a written outreach immunization logic model provided by the Department for high-risk and underserved populations within their jurisdiction. Each logic model shall include a list of collaborating partners, identify the population being assessed and designate how 10% of the funding will be used for the population at risk and submit by September 1, 2021 and update annually.

The Contractor shall choose one clinic method option to implement:

- a. Develop and implement adult vaccination clinics to conduct non-traditional (off-site clinics at a shelter, Saturday clinics, evening clinics, strike vaccination teams) adult immunizations clinics for high-risk and underserved communities at least once a month.
- b. Identify and implement a monthly temporary mass vaccination event in a non-traditional clinic.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 4.3.2 The Contractor shall utilize at least 10% of contract funding to conduct immunization outreach activities and services to high-risk and underserved populations.
- 4.4 The Contract shall increase vaccine confidence through education, outreach and partnerships:
 - 4.4.1 The Contractor shall partner, plan and implement vaccination activities with critical organizations, **in priority order**:
 - a. Long-term care facilities (LTCFs), including independent living facilities, assisted living centers, and nursing homes
 - b. Non-traditional providers and locations that serve high-risk populations
 - c. Other partners that serve underserved populations
 - d. Occupational health settings for large employers
 - e. Churches or religious institutions
 - f. Federally Qualified Health Centers (FQHCs), including Community Health Centers (CHCs)
 - g. Organizations and businesses that employ critical workforce
 - h. Colleges and Universities
 - 4.4.2 The Contractor shall promote COVID-19 vaccine and other adult vaccinations to increase vaccine confidence in racial and ethnic minority groups and increase accessibility for people with disabilities. For more information please refer to:
CLAS Standards - Think Cultural Health (hhs.gov) found at the following link:
<https://thinkculturalhealth.hhs.gov/clas/standards>
 - 4.4.3 The Contractor shall enhance/amplify consistent messaging (including translation) utilizing reliable sources including the State of Missouri publicly available media (print/digital) to promote COVID-19 vaccination especially among underserved populations by December, 31, 2021. For more information please refer to:
<https://covidvaccine.mo.gov/toolkit/>
 - 4.4.4 The Contractor shall address vaccine education efforts to include topics on addressing vaccine misinformation, increase vaccine confidence and vaccine uptake to racial and ethnic minority groups and to increase accessibility for people with disabilities.
- 4.5 The Contractor shall develop and implement community engagement strategies to promote COVID-19 and adult vaccination efforts:
 - 4.5.1 The Contractor shall implement the CDC COVID-19 Vaccine Confidence Rapid Community Assessment Guide or a current Community Health Needs Assessment (less than 3 years old) to diagnose potential barriers and identify solutions to low vaccine uptake or vaccine confidence in communities of high social vulnerability and submit by September 1, 2021. Please access the CDC COVID-19 Vaccine Confidence RCA Guide:
<https://www.cdc.gov/vaccines/covid-19/vaccinate-with-confidence/rca-guide>

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 4.5.2 The Contractor shall engage in at least one quarterly bidirectional conversation with diverse communities to promote COVID-19 and adult vaccinations through January 31, 2024.
- 4.5.3 The Contractor shall develop and implement community engagement strategies to promote COVID-19 and adult vaccinations:

The Contractor shall choose at least one option to implement:

- a. Conduct a county level digital campaign using CDC developed materials
- b. Provide printed adult vaccination materials to patients
- c. Implement direct adult immunization mailers (postage paid)
- d. Develop and print LPHA specific adult immunization flyers for county healthcare providers

- 4.6 The Contract shall use immunization information systems to support efficient COVID-19 vaccination and other adult vaccinations:

The Contractor shall implement at least one of the following options:

- a. Develop and implement an adult immunization reminder recall system
- b. Develop and implement an Electronic Medical Record
- c. Develop and implement an HL7 interface with an EMR system and ShowMeVax

- 4.6.1 The Contractor shall be required to document all COVID-19 doses administered in ShowMeVax either by manual entry or an HL7 interface.
- 4.6.2 The Contractor shall develop a process to input all written vaccination records into the state immunization information system (including historical and/or administered doses) by January 31, 2024.

5. REPORTS

- 5.1 The Contractor shall complete and submit the Department provided LPHA COVID-19 and Adult Vaccination Initial and subsequent Monthly progress reports via email to their regional immunization nurse consultant by the 15th of the month following the month in which the Contractor provided services under the contract.
- 5.2 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report at the time the final invoice is due. For a contract period over twelve months, the Contractor shall submit this report annually and at the time the final invoice is due.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 5.3 The Contractor at a minimum of twice per calendar year during the effective dates of this contract, agrees to verify which of its employees are still employed and still require access to the Department's ShowMeVax system. The Contractor shall perform verification and updates with the ShowMeVax Program Security Officer at Division of Community & Public Health, Bureau of Immunizations.
- 5.4 The Department will notify the Contractor of all reporting form changes and provide the Contractor with the new forms.

6. BUDGET AND ALLOWABLE COSTS

- 6.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D which is attached hereto and incorporated by reference as if fully set forth herein.
 - a. The Department reserves the right to pre-approve any supply item over one-thousand dollars (\$1000.00)
- 6.2 The Department will pay the Contractor upon satisfactory completion of the deliverables and submission and approval of all required reports and invoices.
- 6.3 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Department will provide the Contractor with thirty (30) days prior written notification of any reallocation.
- 6.4 The Contractor may seek financial reimbursement for vaccine administration from another source such as third party payers. However, the contractor shall not bill the individual receiving COVID-19 or 317 vaccine through this effort.
- 6.5 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. Such rebudgeting by the Contractor shall not cause an increase in the indirect cost category. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting
- 6.6 Indirect costs
 - 6.6.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.

- 6.6.2 The Contractor shall not bill the Department for indirect costs that exceed 10% of the modified total direct costs as defined in 2 CFR § 200.1.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 6.6.3 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 6.7 The Contractor shall maintain records for salary and wages charged under the contract that accurately reflect the work performed.
- 6.8 The Contractor shall invoice and be reimbursed for actual and reasonable travel expenses either at the Contiguous US Per Diem Rates (CONUS) or the travel reimbursement rates set by the Contractor's written travel policy, whichever is lower.
- 6.8.1 The Contractor must have the prior written approval of the Department for any travel related expenses which may exceed the CONUS rates.
- 6.8.2 The Contiguous US Per Diem Rates (CONUS) can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>.
- 6.9 Funding for this contract shall not be used for cash payments to intended recipients of services or for the purchase of vehicles, food/meals, capital improvements, land, buildings or major medical equipment.
- 6.10 Funding for this contract shall be expended during the applicable contract period.

7. INVOICING AND PAYMENT

- 7.1 If the Contractor has not already submitted a properly completed Vendor Input/Automated Clearing House Electronic Funds Transfer (ACH-EFT) Application, the Contractor shall complete and submit this Application. The Department will make payments electronically to the Contractor's bank account. The Department may delay

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

payment until the Vendor Input/ACH-EFT Application is received from the Contractor and validated by the Department.

- 7.1.1 A copy of Vendor Input/ACH-EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 7.1.2 The Contractor must fax the Vendor Input/ACH-EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 7.2 The Contractor shall invoice the Department on the Vendor Request for Payment form (DH-38) and the Department COVID19 Contract Template Financial Status Report to be provided. Each invoice submitted shall have an invoice number that begins with IMMZR3. For example, an invoice submitted for the month of May 2021, would have the following invoice number: IMMZR30521.
- 7.3 The Contractor shall submit invoices monthly. Invoices shall be due by the 15th of the month following the month in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.
- 7.4 The Department will pay the Contractor monthly upon the receipt and approval of an invoice and report(s) prepared according to the terms of this contract.
- 7.5 The Contractor shall submit invoices to:
Missouri Department of Health and Senior Services
Division of Community and Public Health
Bureau of Immunizations
Tanya McMillan
P.O. Box 570
Jefferson City, MO 65102-0570
- 7.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures, including but not limited to purchase orders or receipts, submitted for reimbursement on contract invoices.
- 7.7 The Contractor shall submit the final invoice within thirty (30) calendar days after the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 7.8 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.
- 7.9 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor may contest any such exception and the Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 7.10 Notwithstanding any other payment provision of this contract, if the Contractor fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment or reject invoices under this contract.
- 7.11 If the Contractor is overpaid by the Department, the Contractor shall provide the Department (1) with a check payable as instructed by the Department or (2) deduct the overpayment from an invoice as requested by the Department.
- 7.11.1 For payment by check, the Contractor shall issue a check made payable to "DHSS-DA-Fee Receipts" and mail the check to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

- 7.12 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://beta.sam.gov/>.
- 7.13 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Contractor.

8. AMENDMENTS

- 8.1 Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 8.2 If the Contractor desires to amend the contract, an amendment request letter must include the reason(s) for the proposed change(s) and an effective date for this change to begin. This request shall be submitted on Contractors dated letterhead, and include an original or legal electronic authorized signature.
- 8.3 The Department will review, provide technical assistance and consultation, and request any clarification or changes to the Contractor's proposed amendment request.
- 8.4 The Contractor's proposed amendment request may be approved, modified or rejected by the Department.
- 8.5 The Department reserves the right to amend, the contract at any time within the contract period.

9. MONITORING

- 9.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
- 9.3 The Department reserves the right to monitor the Contractor through at least one on-site visit(s) during the contract period to ensure contractual compliance. The focus of the on-site visit(s) is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to meet the contract deliverables.
- 9.4 The Department reserves the right to conduct desk monitoring of the contract through virtual quarterly reviews with the Contractor on contract deliverables submitted during the contract period to ensure contractual compliance.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

10. DOCUMENT RETENTION

- 10.1 The Contractor shall retain all books, records, and other documents relevant to this contract for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 10.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

11. CONFIDENTIALITY

- 11.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 11.2 The Contractor shall comply with provisions of Attachment E, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

12. LIABILITY

- 12.1 The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the contract.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 12.2 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.
- 12.3 The Contractor shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

- 13.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Contractor shall not issue any statements, press release, request for proposals, bid

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

- 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
- 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Contractor develops any copyrighted material as a result of this contract, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 14.2 The Contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/mostatutes/stathtml/28500005301.html?&me=285.530>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.

- 14.4 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

- 14.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- 14.4.2 Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND
- 14.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 14.5 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT CONTRACTOR REQUIREMENTS

- 15.1 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 15.2 If the Contractor meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Contractor shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Contractor's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Contractor shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Contractor is requested to complete and submit the applicable portion of Exhibit 2, Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Contractor meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Contractor has ten or more employees, the Contractor must certify in writing that the Contractor is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

16. TERMINATION

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
- 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
- 16.1.2 A change in federal or state law relevant to this contract occurs; or
- 16.1.3 A material change of the parties to the contract occurs; or
- 16.1.4 By request of the Contractor.
- 16.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

- 16.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 16.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished or completed by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Contractor pursuant to the terms of the contract, and may authorize others to do the same. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

17. SUBCONTRACTING

- 17.1 Any subaward and/or subcontract shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subcontract in those matters described herein. The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subcontract rests solely with the Contractor; and the Contractor shall ensure and maintain documentation that any and all subawardees and/or subcontractors comply with all requirements of this contract. The Contractor agrees and understands that utilization of a subawardee and/or subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor, subawardee, and/or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor, subawardee, and/or subcontractor of any tier shall not be liable when such Contractor, subawardee, and/or subcontractor contracts with its direct subawardee and/or subcontractor who violates

COVID-19 and ADULT VACCINATION SUPPLEMENTAL

subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and the subawardee and/or subcontractor affirmatively states that:

- 17.2.1 The direct subawardee and/or subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 17.2.2 The Contractor, subawardee, and/or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or subcontractor's employees are lawfully present in the United States.
- 17.3 The Contractor shall be responsible for ensuring that any subawardee(s) and/or subcontractor(s) are appropriately qualified and licensed or certified, as required by state, federal or local law, statute, or regulation, respective to the services to be provided through this contract. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Contractor shall notify all subawardee(s) and/or subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

CERTIFICATIONS AND SPECIAL PROVISIONS**1. GENERAL**

- 1.1 To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the following Certifications and special provisions.

2. CONTRACTOR'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

- 2.1 The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Contractor shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Contractor enters into a covered transaction with another person at the next lower tier, the Contractor must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

3. CONTRACTOR'S CERTIFICATION REGARDING LOBBYING

- 3.1 The Contractor certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Contractor certifies that no funds under this contract shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State

CERTIFICATIONS AND SPECIAL PROVISIONS

or local legislature or legislative body. The Contractor shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

- 3.3 The Contractor certifies that no funds under this contract shall be used to pay the salary or expenses of the Contractor, or an agent acting for the Contractor who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Contractor shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CERTIFICATIONS AND SPECIAL PROVISIONS

4. CONTRACTOR'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE

- 4.1 The Contractor certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Contractor's premises or off the Contractor's premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services
Division of Administration, Grants Accounting Unit
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

5. CONTRACTOR'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Contractor certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.

CERTIFICATIONS AND SPECIAL PROVISIONS

- 5.3 The Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

6. CONTRACTOR'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
 - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - 6.1.6 Equal Employment Opportunity – E.O. 11246, as amended;
 - 6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;
 - 6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);
 - 6.1.9 Missouri Governor's E.O. #10-24; and

CERTIFICATIONS AND SPECIAL PROVISIONS

- 6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

7. CONTRACTOR'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS

- 7.1 The contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The contractor's employees are encouraged to report fraud, waste, and abuse. The contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT

- 8.1 The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

SUBRECIPIENT SPECIAL CONDITIONS

1. The Department of Health and Senior Services has determined that this contract is subrecipient in nature as defined in the 2 CFR § 200.331. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the following special conditions.
 - 1.1 The Contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor through this contract. The Contractor shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <http://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
 - 1.2 In performing its responsibilities under this contract, the Contractor shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200, as applicable, including any subsequent amendments.
 - 1.3 The Contractor shall send audit reports, other than their Single Audit Report, to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year. If a Single Audit is required, the Contractor must submit the Single Audit Report according to 2 CFR § 200.512. The Contractor shall return to the Department any funds disallowed in an audit of this contract.
 - 1.4 The Contractor shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth.
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>
 - 1.5 The Contractor shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Contractor shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
 - 1.6 The Contractor shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

SUBRECIPIENT SPECIAL CONDITIONS

- 1.7 The Contractor shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this contract. Failure by the Contractor to disclose such violations may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Contractor shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The subrecipient and subrecipients' employees may not:
 - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
 - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
- 1.8.4 The Contractor must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Contractor shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Contractor that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Contractor shall provide its Data Universal Numbering System (DUNS) number to the Department. If the Contractor is an exempt individual as per 2 CFR § 25.110(b), the Contractor shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its DUNS number. The Department shall withhold the award of this contract until the Contractor submits the DUNS number to the Department and the Department has verified the DUNS.

SUBRECIPIENT SPECIAL CONDITIONS**1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Contractor for the purposes of fulfilling contract services vests in the Contractor upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Contractor must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of the Contractor. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Contractor is less than \$5,000, the Contractor has no further obligation to the Department. The Contractor may sell or retain items it purchased with a current FMV greater than \$5,000, but the Contractor may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Contractor shall remain the property of the Department. The Contractor must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
Subrecipient Annual Financial Report

1. Contractor Name and Complete Address			
2. Contract Number		3. Contract Period (MM/DD/YY) From: To:	
4. Contractor Identifying Number (optional)			
5. DUNS Number	6. EIN	7. Report Type ☐ Annual ☐ Final	
8. Transactions			
Contract Expenditures:			
8a. Total contract funds authorized:			
8b. Total expenditures:			
8c. Unspent balance of contract funds (line a minus b):			\$0.00
Match Requirements (if required by the contract):			
8d. Total match required:			
8e. Total match expenditures:			
8f. Remaining match to be provided (line d minus e):			\$0.00
9. Remarks: Attach any explanations deemed necessary.			
10. Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).			
11a. Typed or Printed Name and Title of Authorized Certifying Official of the Contractor		11b. Telephone (Including Area Code)	
		11c. Email Address	
11d. Signature of Authorized Certifying Official of the Contractor		11e. Date Report Submitted (MM/DD/YY)	

LPHA COVID 19 and ADULT VACCINATION**February 1, 2021 – January 31, 2024****BUDGET C**

Personnel (Includes Salaries and Fringe Benefits):	\$80,964.41
• Staff pay – immunization services • Temporary staff • Overtime for vaccination clinics • Contract staff for vaccination clinics	
Travel	\$8,996.05
• Mileage to off-site vaccination clinics • Mileage to homebound vaccination visits • Patient travel cost to and from vaccination site	
Software	\$44,980.22
• Electronic Medical Record (EMR) • Reminder/recall system • Scheduling system	
Supplies	\$17,992.09
• Supplies for vaccination clinics not otherwise covered	
Printing/Marketing	\$17,992.09
• Print cost for flyers • Local marketing expenses	
Mass Vaccination	\$8,996.05
• Rental space for a day • Tents • WiFi expenses	
Indirect costs @ 10%	<u>\$17,992.09</u>
TOTAL CONTRACT COST	<u>\$197,913.00</u>

I. BUSINESS ASSOCIATE PROVISIONS:

- a. Health Insurance Portability and Accountability Act of 1996, as amended - The state agency and the contractor are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. The contractor constitutes a "Business Associate" of the state agency. Therefore, the term, "contractor" as used in this section shall mean "Business Associate."
- i. The contractor agrees that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR Parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:
 - a. "Access", "administrative safeguards", "confidentiality", "covered entity", "data aggregation", "designated record set", "disclosure", "hybrid entity", "information system", "physical safeguards", "required by law", "technical safeguards", "use" and "workforce" shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
 - b. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term "breach of contract" as used within the contract.
 - c. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the contractor.
 - d. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the state agency.
 - e. "Electronic Protected Health Information" shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
 - f. "Enforcement Rule" shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR Parts 160 and 164.
 - g. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
 - i. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
 - j. "Protected Health Information" as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (a) Except as provided in paragraph (b) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.

- (b) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- k. "Security Incident" shall be defined as set forth in the "Obligations of the Contractor" section of the Business Associate Provisions.
- l. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C.
- m. "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.
- ii. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.
- iii. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the business associate provisions stated herein, as well as the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) and all regulations promulgated pursuant to authority granted therein.
- iv. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder). Any ambiguity in the contract shall be interpreted to permit compliance with the HIPAA Rules.
- b. Permitted Uses and Disclosures of Protected Health Information by the Contractor:
 - i. The contractor may not use or disclose Protected Health Information in any manner that would violate Subpart E of 45 CFR Part 164 if done by the state agency, except for the specific uses and disclosures in the contract.
 - ii. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
 - iii. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
 - iv. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information, if necessary, for the proper management and administration of the contractor's business.
 - v. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

- vi. If applicable, the contractor may use Protected Health Information to provide Data Aggregation services to the state agency as permitted by 45 CFR 164.504(e)(2)(i)(B).
 - vii. The contractor may not use Protected Health Information to de-identify or re-identify the information in accordance with 45 CFR 164.514(a)-(c) without specific written permission from the state agency to do so.
 - viii. The contractor agrees to make uses and disclosures and requests for Protected Health Information consistent with the state agency's minimum necessary policies and procedures.
- c. Obligations and Activities of the Contractor:
- i. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
 - ii. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - II. Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract;
 - III. Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce and subcontractors, if applicable;
 - IV. Encryption of any portable device used to access or maintain Protected Health Information or use of equivalent safeguard;
 - V. Encryption of any transmission of electronic communication containing Protected Health Information or use of equivalent safeguard; and
 - VI. Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
 - i. With respect to Electronic Protected Health Information, the contractor shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency and comply with Subpart C of 45 CFR Part 164, to prevent use or disclosure of Protected Health Information other than as provided for by the contract.
 - ii. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), the contractor shall require that any agent or subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of the contractor agrees to the same restrictions, conditions, and requirements that apply to the contractor with respect to such information.
 - iii. By no later than ten (10) calendar days after receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules and the contract.

- iv. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- v. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- vi. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- vii. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- viii. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- ix. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of the breach, the information compromised by the breach, and any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- x. The contractor's reports required in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):

- a. The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;
 - b. The electronic address of any individual who has specified a preference of contact by electronic mail;
 - c. A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - d. A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - e. The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- xi. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR Part 164.
 - xii. Contractor shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid authorization.
 - xiii. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - xiv. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.
- b. Obligations of the State Agency:
 - i. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
 - ii. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
 - iii. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
 - iv. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

- c. Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.
- i. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected Health Information for as long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.
- d. Breach of Contract – In the event the contractor is in breach of contract with regard to the business associate provisions included herein, the contractor agrees that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

EXHIBIT 1
BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,
AND AFFIDAVIT OF WORK AUTHORIZATION

BUSINESS ENTITY CERTIFICATION:

The Contractor must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.

- | | |
|---------------|---|
| BOX A: | To be completed by a non-business entity as defined below. |
| BOX B: | To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/files/programs/gc_1185221678150.shtm . |
| BOX C: | To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management. |

Business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

BOX A – CURRENTLY NOT A BUSINESS ENTITY

I certify that _____ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under COVID-19 and Adult Vaccination Supplemental and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT 1, continued

(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity
Representative's Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide each of the following. The Contactor should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/files/programs/gc_1185221678150.shtm; Phone: 888-464-4218; Email: e-verify@dhs.gov) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the contractor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT 1, continued

AFFIDAVIT OF WORK AUTHORIZATION:

The Contractor who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now _____ (Name of Business Entity Authorized Representative) as _____ (Position/Title) first being duly sworn on my oath, affirm _____ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that _____ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this _____ of _____. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of _____, State of
(NAME OF COUNTY)
_____, and my commission expires on _____.
(NAME OF STATE) (DATE)

Signature of Notary	Date
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EXHIBIT 1, continued

(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed by the contractor and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency or Public University*** to Which Previous E-Verify Documentation Submitted: _____

(*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

EXHIBIT 2
ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION

Statutory Requirement: Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

Exceptions: The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Company - any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Boycott Israel and Boycott of the State of Israel - engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Certification: The Contractor must therefore certify their current status by completing either Box A, Box B, or Box C on the next page of this Exhibit.

- | | |
|---------------|--|
| BOX A: | To be completed by a Contractor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| BOX B: | To be completed by a Contractor that meets the definition of “Company” but has <u>less than ten employees</u> . |
| BOX C: | To be completed by a Contractor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> . |

EXHIBIT 2, continued

BOX A – NON-COMPANY ENTITY

I certify that _____ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the contract to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Entity Name

Date

BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the contract, then said company shall comply with, complete, and return Box C to the Department of Health and Senior Services at that time.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES

I certify that _____ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a contract for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the contract.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name

Date

**STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES**

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide the state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately. If it is determined the state improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

**CONTRACT FUNDING SOURCE(S)**

The Contract Funding Source(s) identifies the total amount of funding and federal funding source(s) expected to be used over the life of this contract. The CFDA number is the pass-through identification number for your Schedule of Expenditures of Federal Awards (SEFA), if one is required. You may reconcile your financial records to actual payment documents by going to the vendor services portal at <https://www.vendorservices.mo.gov/>. If the funding information is not available at the time the contract is issued, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	49862	State: 0%	\$0.00	Federal: 100%	\$197,913.00
Contract Title:	COVID-19 AND ADULT VACCINATION SUPPLEMENTAL				
Contract Start:	2/1/2021	Contract End:	1/31/2024	Amend#:	00
Contract #:					
Vendor Name:	SPRINGFIELD - GREENE COUNTY HEALTH DEPARTMENT				
CFDA: 93.268	Research and Development: N				
CFDA Name:	IMMUNIZATION COOPERATIVE AGREEMENTS				
Federal Agency:	DEPARTMENT OF HEALTH AND HUMAN SERVICES / CENTERS FOR DISEASE CONTROL AND PREVENTION				
Federal Award:	6NH23IP922606-02				
Federal Award Name:	CDC-RFA-IP19-1901 IMMUNIZATION AND VACCINES FOR CHILDREN				
Federal Award Year:	2020	DHSS #:	IP922606-02L	Federal Obligation:	\$197,913.00

* The Department will provide this information when it becomes available.

Project Description:

To support local efforts to plan develop and maintain a public health workforce to increase COVID-19 and adult vaccination capacity across jurisdictions.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
073

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	406010			\$ 197,913	CDC Grant COVID-19 & Adult Vaccination Supplemental IMMZR3
Net Revenue Adjustment						\$ 197,913	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
27270	11	50010	500110			\$ 197,913	CDC Grant COVID-19 & Adult Vaccination Supplemental IMMZR3
Net Expenditure Adjustment						\$ 197,913	

Fund Balance Appropriation:

Fund	Title	Amount

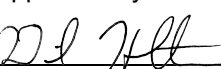
Explanation:

To amend the FY2020-21 budget by appropriating a CDC Grant to support local efforts to increase COVID-19 & adult vaccination capacity across jurisdictions, including high-risk populations.

Requested By:


Department Head 06/22/21
Date

Approved By:


Director of Finance 06/22/21
Date

Authorization:

Council Bill No. 2021-160
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. X
Pgs. 63
Filed: 06-22-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-161

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 21.5 acres of
3 property generally located at 1012 West Buena Vista Street from O-1,
4 Office District, with Conditional Overlay District No. 78, to Planned
5 Development No. 377; and adopting an updated Official Zoning Map.
6 (Planning and Zoning Commission and Staff recommend approval.)
7
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1012 West Buena Vista Street, and more fully described in "Exhibit
11 A," from O-1, Office District, with Conditional Overlay District No. 78, to Planned
12 Development No. 377; and
13

14 WHEREAS, following proper notice, a public hearing was held before the
15 Planning and Zoning Commission on June 3, 2021, a copy of the Record of
16 Proceedings from said public hearing being attached hereto and incorporated herein by
17 this reference as "Exhibit B," and said Commission made its recommendation; and
18

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

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

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

29 Section 1 – The property described in "Exhibit A," which is attached hereto and
30 incorporated herein by this reference, is hereby rezoned O-1, Office District, with
31 Conditional Overlay District No. 78, to Planned Development No. 377. Springfield Land
32 Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' is
33 hereby amended, changed, and modified consistent with this Ordinance.

34
35 Section 2 – The property described in “Exhibit A” of this Ordinance shall be
36 subject to the requirements and standards included in “Exhibit 1,” which is attached to
37 and a part of “Exhibit C” and is incorporated herein by this reference; and these
38 requirements and standards shall govern and control the use and development of the
39 land in Planned Development No. 377.

40
41 Section 3 – City Council hereby directs the City Manager, or designee, to update
42 the City’s digital zoning map to reflect this rezoning, and City Council adopts the map
43 thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in
44 Springfield Land Development Code, Section 36-306, ‘Official zoning maps and rules of
45 interpretation.’

46
47 Section 4 – The Official Zoning Map herein adopted shall be maintained and
48 archived in the same digital form in which this Council has approved its adoption.

49
50 Section 5 – This Ordinance shall be in full force and effect from and after
51 passage.

52
53 Passed at meeting: _____

54
55 _____
56 Mayor
57

58 Attest: _____, City Clerk
59

60 Filed as Ordinance: _____
61

62
63 Approved as to form: Jill Burris, Assistant City Attorney
64

65
66 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021 – 161

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District with Conditional Overlay District No. 78 to Planned Development No. 377. (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION:

PLANNED DEVELOPMENT DISTRICT NO. 377

The applicant is proposing to rezone approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District with Conditional Overlay District No. 78 to Planned Development 377. The applicant intends to develop single-family, duplex and patio court homes in a multi-family style development not to exceed eight (8) dwelling units per acre.

This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.

The Plan encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The Plan also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents. This application is consistent with these recommendations by proposing a variety of housing types within the development dispersed throughout the site rather than large buildings.

REMARKS:

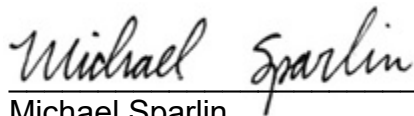
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve the proposed Planned Development No. 377, by a vote of 8 to 0.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.
2. This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The proposed Planned Development requires design guidelines that are intended to have a similar appearance to the adjacent neighborhoods reducing any potentially negative impact on the surrounding neighborhoods.

Submitted by:



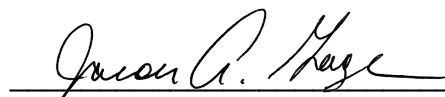
Michael Sparlin
Senior Planner

Recommended by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, 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 and comments

PLANNED DEVELOPMENT 377 EXHIBITS:

Exhibit 1, Planned Development Ordinance Text

Exhibit 2, Preliminary Development Site Plan

Exhibit 3, Design Inspiration Images and Concept Elevations

Exhibit A

**LEGAL DESCRIPTION
PLANNED DEVELOPMENT 377**

All of Lot 4 of The Ridge at Ward Branch – Phase 2, a subdivision in Springfield, Greene County, Missouri.

Exhibit B

RECORD OF PROCEEDINGS PLANNED DEVELOPMENT 377 Planning and Zoning Commission – June 3, 2021

Planned Development 377
1012 West Buena Vista Street
Applicant: RW Developments, LLC

Mr. Hosmer states that this a request to rezone approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District with Conditional Overlay District No. 78 to Planned Development 377. The Comprehensive Plan designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014. The Transportation Plan classifies Lakewood and Buena Vista Street as collector roadways. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The applicant intends to develop single-family, duplex and patio court homes in a multi-family style development not to exceed eight (8) dwelling units per acre. Dwelling units throughout the development will vary in identity through the site by using alternating color palettes and by dispersing of design elements. Garages will be similar in height to the units and will be pitched roofs and be constructed with the same materials as the units. A bufferyard type "C" with a solid wooden fence on south and west property lines (normal bufferyard type "B" between the R-LD and R-SF. No shrubs will be required. Retaining walls six (6) feet in height or greater will be stepped in three (3) tiers. The steps shall be 2 feet wide. The proposed PD requires design guidelines similar in appearance to adjacent neighbors. All roofs will be pitched roofs with asphalt shingles. In some instances, metal roofing material may be applied as design accents, such as shed roofs over windows. All front elevations of each unit type will consist of a minimum of two (2) gabled elements as represented in the concept elevations. All exterior front elevations will consist of a combination of, at minimum, two (2) of the following materials: stone, brick, cement board, engineered wood lap siding, cement board, or engineered wood board and batten siding. The original COD #78 is still active which limits access to Buena Vista only for fire protection and will remain gated until it connects to Kansas Ave. This will not change. The connection to Buckingham street shall be a gated and shall only be accessible by the Springfield Fire Department. A turnaround shall be constructed at the end of Wellington Avenue, as right of way or a public access easement. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, representing the owner and noted that the Buckingham Lane gate is a fire access only and single-family residences are not allowed in a multi-family district and this is a unique situation and low-density development. Have spoken with over 50 people regarding this development and they would prefer to have residences in their backyard and will add more trees throughout the development and fenced-in patios on the all the units on the south and west.

Mr. Coltrin asked about the sewer and if private and not public.

Mr. Lee noted that it is private.

Mr. Knuckles asked the size of the sewer line.

Mr. Lee said that they have not sized the sewers yet but should be 8" with man-holes and laterals.

Mr. Charles Merrit, 4697 S. Quail Creek, believes that eight houses on a 1 acre is a lot of houses and this will affect the traffic and believes it is too packed in and has issues and concerns.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Planned Development 377 (1012 West Buena Vista Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

JUNE 3, 2021

June 28, 2021

CASE: Planned Development 377

ACRES: Approximately 21.5 acres

LOCATION: 1012 West Buena Vista Street

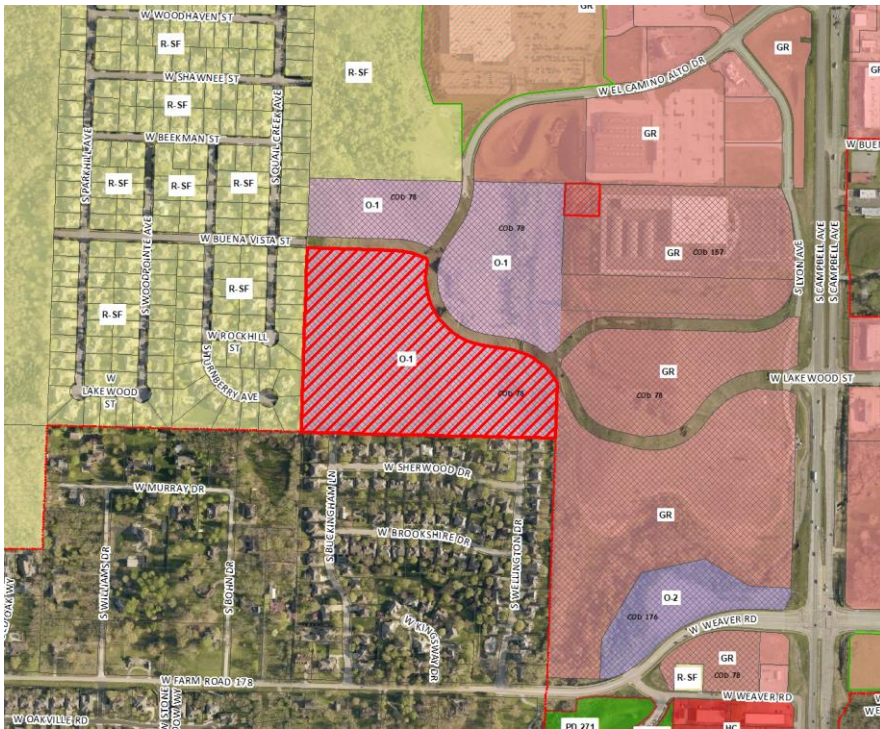
EXISTING LAND USE: Undeveloped land

APPLICANT: RW Developments LLC

STAFF: Michael Sparlin, Senior Planner
 417-864-1091

STAFF RECOMMENDATIONS:
 Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District with Conditional Overlay District No. 78 to Planned Development 377.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.
2. This application is consistent the *Plan* which encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents.
3. The proposed Planned Development requires design guidelines that are intended to have a similar appearance to the adjacent neighborhoods reducing any potentially negative impact on the surrounding neighborhoods.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	O-1 COD 78	County R-1	GR COD 78	R-SF
LAND USE	Undeveloped land	Single-family residence	Undeveloped land	Single-family residence

Development Review Staff Report

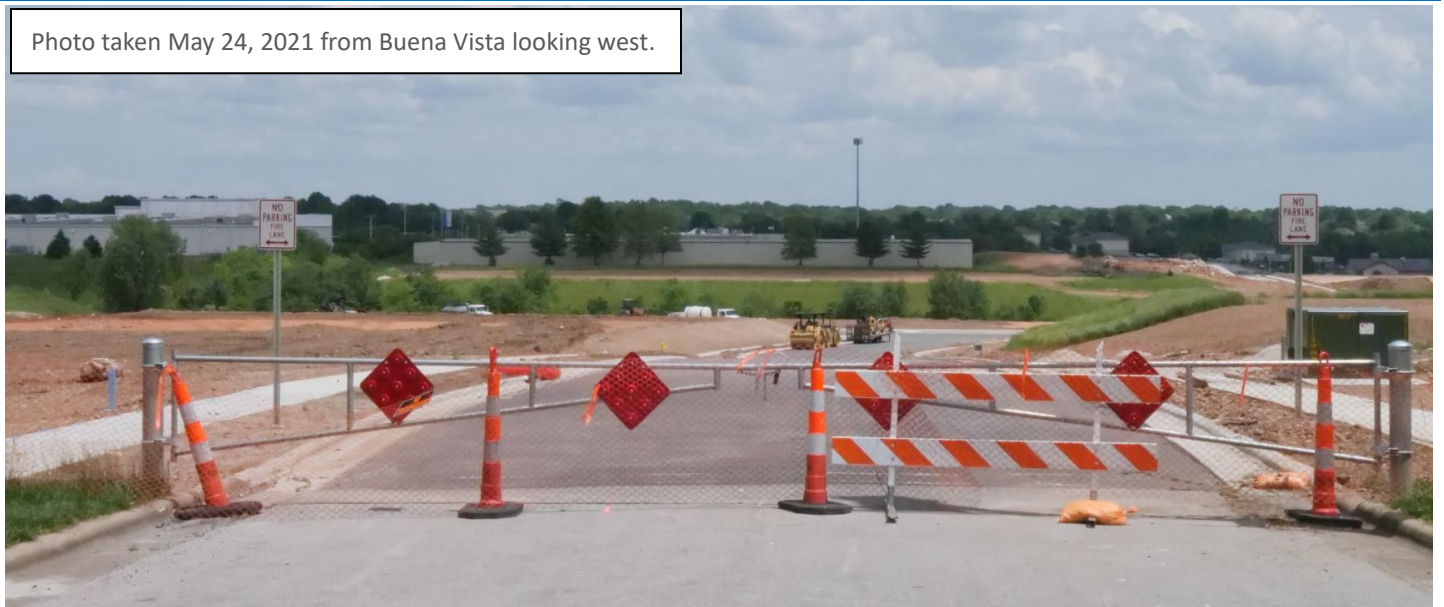


GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



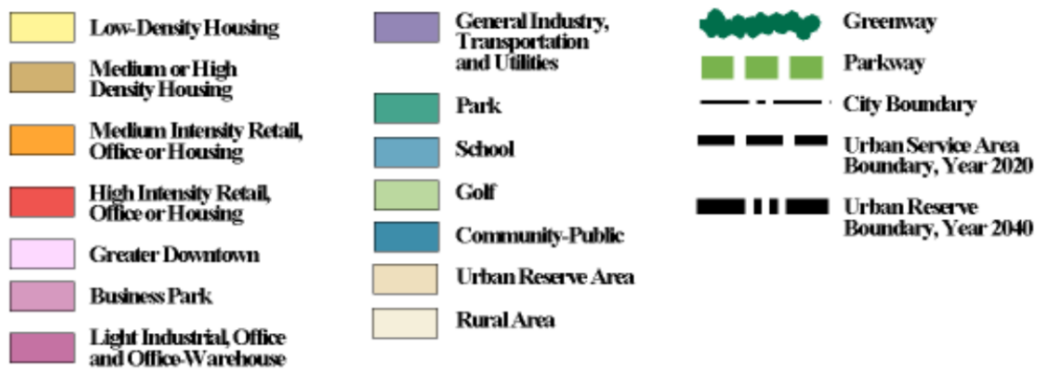
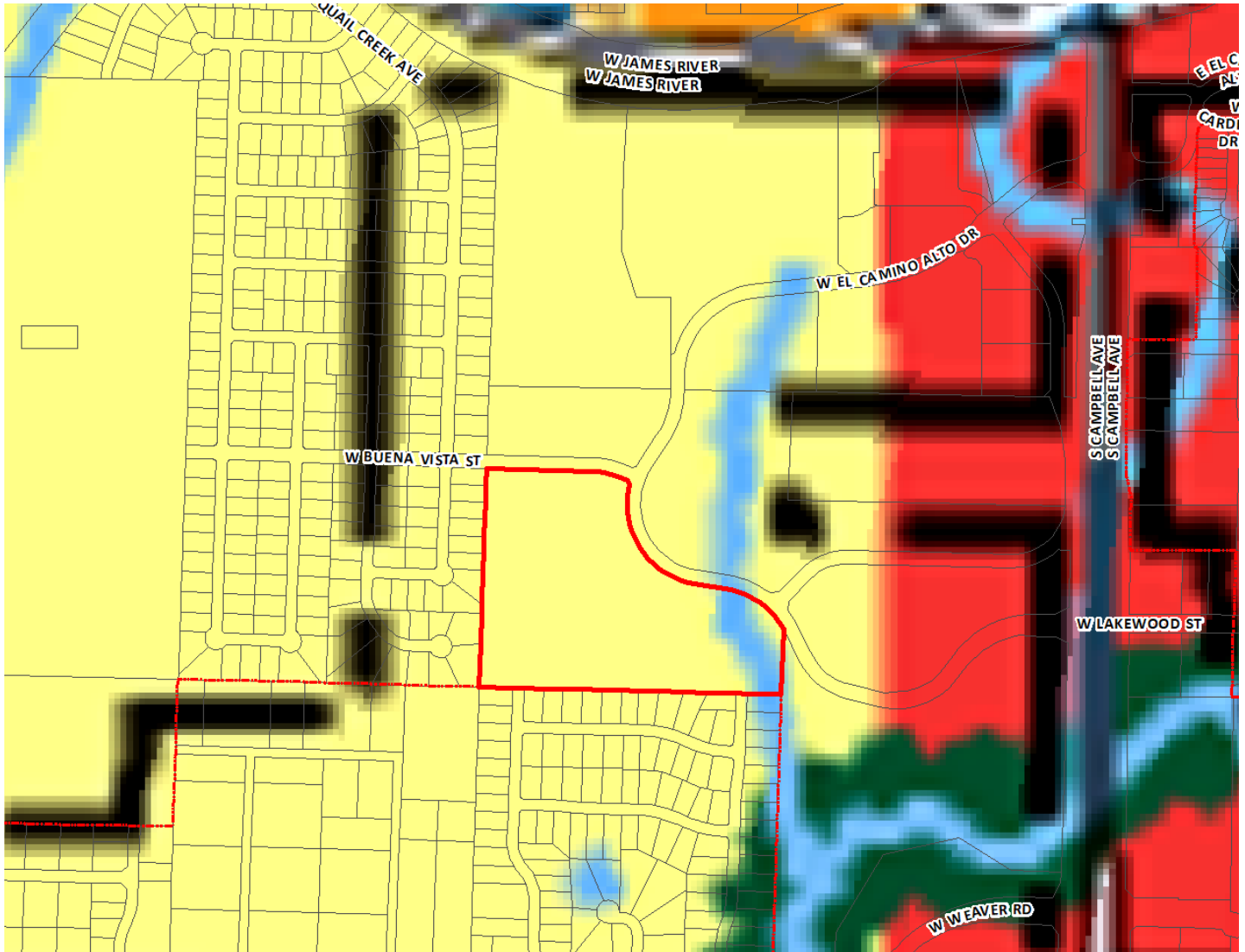
STREET VIEW:

Photo taken May 24, 2021 from Buena Vista looking west.



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property is currently zoned O-1, Office District with COD #78 and has been since 2014. The subject property was final platted in 2020 and is Lot 4 of The Ridge at Ward Branch Phase 2 (the public improvements are in the process of being completed).

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PD 377
Use Limitations	1) All uses shall operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance. 2) No use shall emit an odor that creates a nuisance as determined by Springfield City Code.
Maximum Structure Height	All dwellings shall be one-story.
Minimum open space	20 percent
Maximum impervious area	80 percent
BULK PLANE	BUFFERYARD AND LANDSCAPING
No bulk plane, however the PD only allows one story dwellings.	Refer to Exhibit 1.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.

The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* encourages compatibility with Single-Family Housing which includes:

1. Attached housing should be created as an attractive, compatible and acceptable alternative to conventional detached housing.
2. Attached housing should emulate single-family housing in its basic architectural elements -- pitched roofs, articulated facades, visible entrances, porches or balconies, and a maximum height of three to four stories. Attached housing should use the architectural "vocabulary" of single-family housing.
3. Attached housing should be built in small groupings so that it fits into the overall residential context rather than being sequestered into large project sites.

Development Review Staff Report



4. If a multifamily building or attached housing is developed near single-family detached housing, ensure that the width of the building facade facing the street is similar to that of a single-family house. Attached units should be grouped in rows of no more than four or six units to avoid a monolithic appearance.
5. Attached housing should be located in transitional spaces between commercial and single-family areas, at high-amenity locations along the Parkway and the Greenway Systems and overlooking parks.
6. Driveways and garages should be located to the rear of the lot or interior of the block. When garages cannot be located to the rear or on the interior of the block, they should be set back similar to the requirements for single-family housing. Porches and front steps should face the local street.
7. Encourage unity as well as diversity by specifying a common design vocabulary throughout the buildings, a clear pathway system and shared outdoor space that unifies and integrates the site.
8. Duplexes should be designed for visual compatibility with single-family housing, should be scattered among the neighborhood rather than concentrated, and may be used as a transitional building type near larger buildings and street intersections.

Neighborhood Protection: Springfield should work to protect residential neighborhoods from adverse impacts of proposed development and inappropriate land use changes. New development should be compatible with existing development in terms of scale, materials, rooflines setbacks and open space. Landscaped transitions should be used between sharply differing types of land use. Excessive amounts of traffic, particularly commercial traffic, should not be allowed to pass through residential areas.

This area is located near the James River Freeway and Campbell Avenue (Emerging) Activity Center as designated 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 *Major Thoroughfare Plan* classifies W. Lakewood Street and W. Buena Vista Street as collector roadways.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 21.5 acres of property generally located at 1012 West Buena Vista Street from O-1, Office District with Conditional Overlay District No. 78 to Planned Development 377. The applicant intends to develop single-family, duplex and patio court homes in a multi-family style development not to exceed eight (8) dwelling units per acre.
2. This application is consistent with the *Growth Management and Land Use Plan Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.
3. The *Plan* encourages that each neighborhood should contain a range of housing types, densities, and building configurations including single-family detached, townhouses, and apartments. It discourages large housing projects that consist of a single building type. Some portion of each type of housing should, ideally, be available for occupancy on either an ownership or lease basis. The *Plan* also encourages residential development provide a variety of housing types that would enable developers to compete more effectively and to provide a greater choice for the City's residents. This application is consistent with these recommendations by proposing a variety of housing types within the development dispersed throughout the site rather than large buildings.
4. The proposed Planned Development requires design guidelines that are intended have a similar appearance as the adjacent neighborhoods. All roofs will be pitched roofs with asphalt shingles. In some instances, metal roofing material may be applied as design accents, such as shed roofs over windows. All front elevations of each unit type will consist of a minimum of two (2) gabled elements as represented in the concept elevations. All exterior front elevations will consist of a combination of, at minimum, two (2) of the following materials to maintain a single-family residential aesthetic: stone, brick, cement board or engineered wood lap siding, or cement board or engineered wood board and batten siding. Dwelling units throughout the development will vary in identity through the use of alternating color palettes and by dispersing the design elements as noted above. Garages will be similar in height to the units and will be pitched roofs and be constructed with the same materials as the units.

Development Review Staff Report



5. A turnaround will be constructed at the end of Wellington Avenue, per *Section 36-243(6)* and the *Public Works Design Standards*. Public right of way or a public access easement shall be dedicated for the area of the turnaround. The connection to Buckingham street will be a gated in conformance with the minimum standards set forth in *Section 98-140* of the *Springfield City Code* and shall only be accessible by the Springfield Fire Department.
6. This application also proposes design guidelines for retaining walls given that the subject property has steep topography. Retaining walls six (6) feet in height or greater will be stepped in three (3) tiers. The steps shall be twenty-four (24) inches wide. This requirement is to provide design guidelines for retaining wall in order to mitigate the potential impacts to adjacent neighboring properties.
7. A bufferyard type "C" with a solid wooden fence along the south and west property lines adjacent to residential zoning will be required. This is an increased bufferyard from the normal bufferyard type "B" between the R-LD and R-SF. No shrubs are required in any of the perimeter landscaping.
8. The applicant has requested that the Planned Development not contain any language regarding the gating of Buena Vista Street since it is on public right-of-way and is not on their property and thus is outside of their control. Staff agrees with this provision. The current COD contains the following requirements:

The connection to Buena Vista Street shall be gated in conformance with the minimum standards set forth in Section 98-140 of the Springfield City Code and shall only be accessible by the Springfield Fire Department. Failure at any time to meet the requirements of Section 98-140 shall result in enforcement pursuant to Section 98-141. The gate on Buena Vista Street shall be removed when development occurs that connects Buena Vista Street to Kansas Avenue, to fulfill the intent of the Major Thoroughfare Plan.

9. The proposed rezoning was reviewed by City departments and comments are contained in Attachment

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on May 4, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 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.

Notices sent to property owners within 185 feet: Mailed: 35 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES COMMENTS:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION COMMENTS:

1. No objection to the rezoning however a note needs to be added that all onsite sewer will be privately maintained and will not be maintained by the City of Springfield. Public sewer is available to the east or will be once its accepted.
2. Need to submit proposed sewer flow rates for the development including what the original flow rates were.
3. Addressing needs to be determined. Developments such as this are difficult to permit. If depends on if each unit will be individually metered or if there will be a master water meter.
4. Specify if each unit will be individually metered or if there will be a master water meter.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes per 2018 IFC. The gate of Buena Vista is a manual gate that should be locked with a knox padlock, not with a knox box and key.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Lakewood Street and W. Buena Vista Street as Collector roadways. The standard right-of-way width for both W. Lakewood Street and W. Buena Vista Street is 30-feet from the centerline. These two roadways are under construction as part of The Ridge development and no additional right-of-way is needed. W. Lakewood Street and W. Buena Vista Street are both city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

The are no traffic counts on W. Lakewood Street or W. Buena Vista Street as they are both under construction. On-street parking is not allowed along W. Lakewood Street or W. Buena Vista Street.

DRIVEWAY ACCESS

There are currently no driveway access points onto the property from W. Lakewood Street or W. Buena Vista Street. Driveway access must be in accordance with City Code Chapter 98 for collector streets. The access point shown onto W. Buena Vista in the development plan is acceptable. Access from the development to Buckingham Lane will be gated and no access will be taken to Wellington Drive to the south.

SIDEWALK

Sidewalk is being constructed as part of the development along W. Lakewood Street and W. Buena Vista Street. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway Trail is located within this area and a connection is being made from the development to the Ward Branch Greenway Trail. There is one bus stop in the area located at The Library Center. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

Development Review Staff Report



A turn around is required at the end of S. Wellington Avenue as no connection is being made from the development to S. Wellington Avenue. A gate is being constructed to S. Buckingham Avenue to prevent through traffic.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Lakewood Street	Collector	No	30	30
Street 2	W. Buena Vista Street	Collector	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		748	968	5280	
*Proposed Trips Generated		308	374	3960	
Additional Trips Generated		-440	-594	-1320	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION COMMENTS:

The property is in the Ward Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention will be allowed due to proximity to the floodplain. The property is not in a stream buffer area. This property is part of the larger site master plan in which water quality was provided.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments.

Development Review Staff Report



GREENE COUNTY PLANNING AND ZONING DEPARTMENT:

No comments.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: O-1 to PD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 4/23/2021; 4-6:30 pm
3. Meeting Location: Lee Engineering & Associates, LLC
4. Number of invitations that were sent: 125
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 42
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached.

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

See attached.

I, Martha Middleton (print name), attest that the neighborhood meeting was held on 4/23/2021 (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."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit

Neighborhood Meeting Notice

Date of Letter:

4/23/2021

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Lee Engineering & Associates, LLC

Address: 1200 E. Woodhurst Dr., Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: dlee@leeengineering.biz

PROJECT LOCATION:

The Ridge at Ward Branch, at W. Buena Vista St.

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The current zoning is O-1, the proposed zoning is a planned development.
The intent is to allow a residential development with one-story residential structures in a gated community.

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: 5/4/2021

Location of Meeting: Lee Engineering & Associates, LLC
1200 E. Woodhurst Dr., Suite D200, Springfield, MO 65804

Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a “Neighborhood Meeting” submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A “Neighborhood Meeting” is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

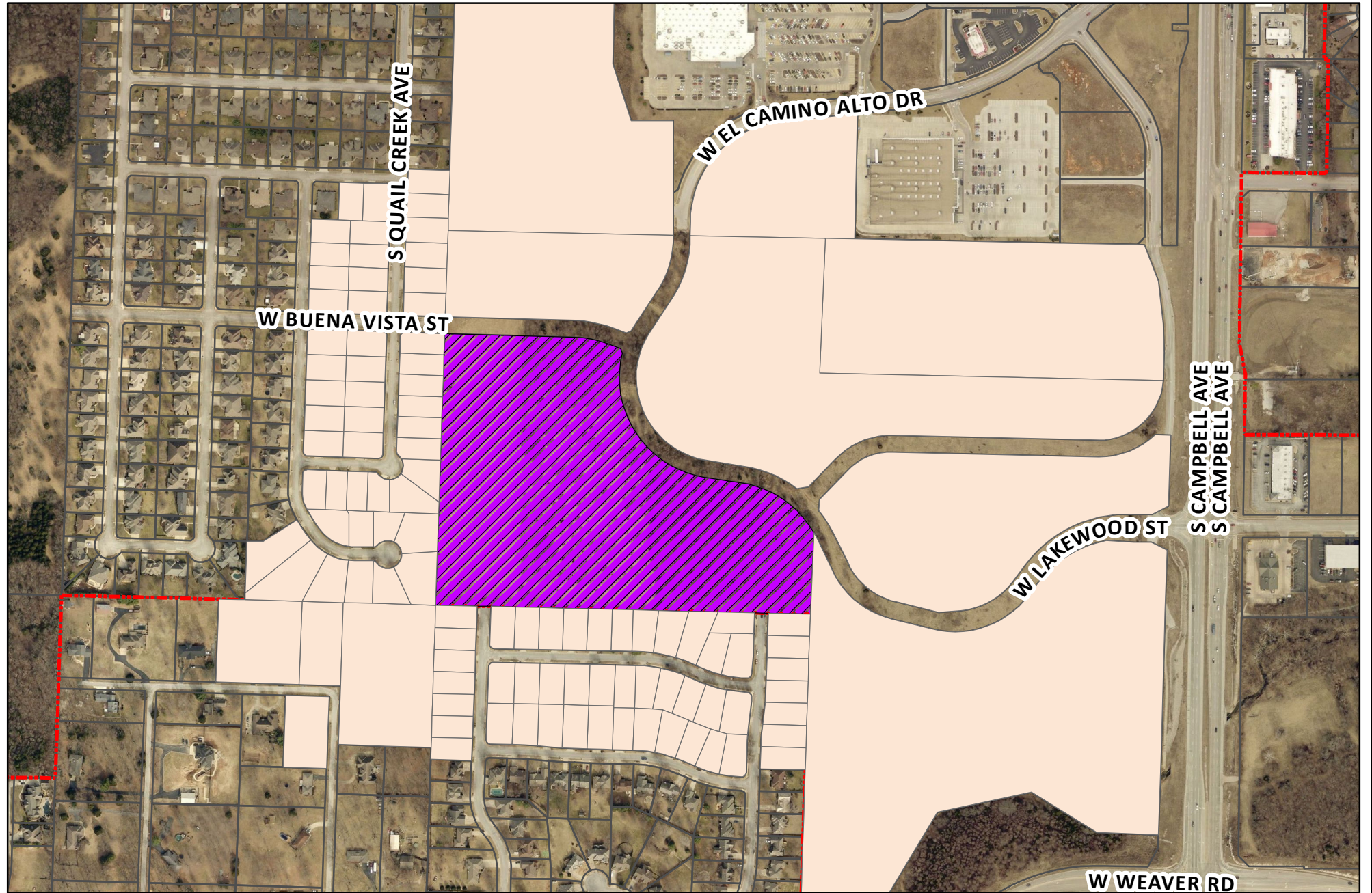
Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

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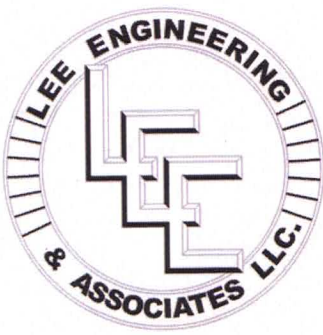
500'



OWN1	OWN_ADDR	CITYNAME	STATECODE	ZIP1
AKOSAH, EMMANUEL YIADOM	1164 W ROCKHILL AVE	SPRINGFIELD	MO	65810
AUBERRY, CLIFFORD W ETAL TR	628 ROBINSON RD	CLEVER	MO	65631
AUSTIN, MATTHEW B	760 W SHERWOOD DR	SPRINGFIELD	MO	65810
BAILEY, LEANN	PO BOX 1438	NIXA	MO	65714
BAKKE, MELISSA ETAL	4806 S WELLINGTON DR	SPRINGFIELD	MO	65807
BANNERMAN, HOWARD	4673 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BARKER, JOSEPH PAUL	4866 S WELLINGTON DR	SPRINGFIELD	MO	65810
BERTHOLDI, TIM ETAL TR	1110 W ROCKHILL AVE	SPRINGFIELD	MO	65810
BISER, ROBERT J	931 W SHERWOOD DR	SPRINGFIELD	MO	65810
BIXLER, DAVID T	4847 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
BLACKWELL, JAMES L	4601 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BOUSE, TOMMY W JR	805 W SHERWOOD DR	SPRINGFIELD	MO	65810
BOWLER, DAVID	4871 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
BROOKS, ROBERT	4682 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BROWN, DEBORA A TRUSTEE	769 W SHERWOOD DR	SPRINGFIELD	MO	65810
CASSITY, JULIE E	4598 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CLAMORS, RONALD L TR	PO BOX 2136	OZARK	MO	65721
CLENDENING, TERRY P	4751 S TURNBERRY AVE	SPRINGFIELD	MO	65810
COATS, ADAM T	4818 S WELLINGTON DR	SPRINGFIELD	MO	65810
COBB, DAVID E	4651 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
COONEY, JAMES M ETAL	779 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
CROSBY, ROGER TR	1146 W ROCKHILL AVE	SPRINGFIELD	MO	65810
CROWDER, ROBERT G	837 W SHERWOOD DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4590 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4841 S BOHN DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4782 S TURNBERRY AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4756 S TURNBERRY AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1182 W ROCKHILL ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1164 W ROCKHILL ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1146 W ROCKHILL ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1128 W ROCKHILL ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1110 W ROCKHILL ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4702 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	795 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	761 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	853 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	876 W SHERWOOD DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	853 W SHERWOOD DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4811 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4859 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	533 W LAKEWOOD ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	820 W EL CAMINO ALTO ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	817 W EL CAMINO ALTO ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	426 W LAKEWOOD ST	SPRINGFIELD	MO	65810
DAILEY, MICHAEL J	4660 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
DARNELL IRREVOCABLE TRUST (7/24/19)	4878 S WELLINGTON DR	SPRINGFIELD	MO	65810

DEAN, OMA E	1115 W MURRAY DR	SPRINGFIELD	MO	65810
DEHAVEN, DONNA M LIVING TR	1131 W MURRAY DR	SPRINGFIELD	MO	65810
EFIRD, CHAD	751 W SHERWOOD DR	SPRINGFIELD	MO	65810
FANNON, JARED	787 W SHERWOOD DR	SPRINGFIELD	MO	65810
FERNELIUS, JAMES N	4854 S WELLINGTON DR	SPRINGFIELD	MO	65810
FIERKE, JEFFREY KENT	818 W SHERWOOD DR	SPRINGFIELD	MO	65810
FOLLE, RONALD	4883 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
FORSCHLER, JENNIFER	4830 S WELLINGTON DR	SPRINGFIELD	MO	65810
GILBERT, PEGGY SUE TRUST	4652 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
GLADMAN, KENNETH O	4684 S TURNBERRY AVE	SPRINGFIELD	MO	65810
HALL, STEPHEN DUANE	854 W SHERWOOD DR	SPRINGFIELD	MO	65810
HAMILTON, STEVEN M ETAL	4823 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
HENSLEY, TODD E TR	1290 RIVERHEAD AVE	MARCO ISLAND	FL	34145
HOWERTON, DONNA J TR	1182 W ROCKHILL AVE	SPRINGFIELD	MO	65810
HOYT, WILLIS HADLEY IV	4624 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
HUTCHESON, JAMES R	748 W SHERWOOD DR	SPRINGFIELD	MO	65810
HUTCHISON, JOHN M	4610 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
INMON, DAVID LEE	4694 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
JAFFE, JOSEPH	4842 S WELLINGTON DR	SPRINGFIELD	MO	65810
JAMES RIVER COMMONS COMMUNITY	PO BOX 1017	COLUMBIA	MO	65205
JARRETT, CODY L	4835 S BUCKINGHAM LN	SPRINGFIELD	MO	65810
JEZIK, GERARD M JR ETAL	835 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
JOHNSON, COREY L	4770 S TURNBERRY AVE	SPRINGFIELD	MO	65810
KEITH, BRANDON S	819 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
LANG, CLARENCE R ETAL TR	4836 S BOHN DR	SPRINGFIELD	MO	65810
LEE, ROBERT CORWIN JR ETAL TR	4625 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
LEE, ROBERT E IV	4624 S TURNBERRY AVE	SPRINGFIELD	MO	65810
LIGHTLE, RONALD L	4674 S TURNBERRY AVE	SPRINGFIELD	MO	65810
LUXURY RENTAL HOMES INC	3032 S FREMONT AVE	SPRINGFIELD	MO	65804
MACLACHLAN, JAMES R ETAL TR	4731 S TURNBERRY AVE	SPRINGFIELD	MO	65810
MACLACHLAN, WILLIAM GALE TRUST	4668 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
MALAM, JODY LEE	916 W SHERWOOD DR	SPRINGFIELD	MO	65810
MATHERS, DWANE W	4638 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
MCCALL, REX C JR	821 W SHERWOOD DR	SPRINGFIELD	MO	65810
MCCOY, GERALD R	1104 W BEEKMAN ST	SPRINGFIELD	MO	65810
MCGRADY, TRACY M	4759 S TURNBERRY AVE	SPRINGFIELD	MO	65810
MCGUIRE, EVERETT PAUL	875 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
MENDOZA, MARGARITA	CMR467 BOX 4707	APO	AE	9096
MERRITT, CHARLES E JR	4697 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
MORGAN, LOUISE E	4696 S TURNBERRY AVE	SPRINGFIELD	MO	65810
MORRIS, GREGORY JR	796 W SHERWOOD DR	SPRINGFIELD	MO	65810
MULLEN, HUGH A	1215 E LINWOOD DR	SPRINGFIELD	MO	65804
NAEGLER, RICHARD G TR	4738 S TURNBERRY AVE	SPRINGFIELD	MO	65810
PARSONS, SAMUEL E & LAURA TRUST	1118 W BEEKMAN ST	SPRINGFIELD	MO	65810
PASCHAL, GARY D	898 W SHERWOOD DR	SPRINGFIELD	MO	65810
PATINO, JOSE A	4805 S WELLINGTON DR	SPRINGFIELD	MO	65810
PECK, DAVID K	4685 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810

PENN, ARTHUR D	4662 S TURNBERRY AVE	SPRINGFIELD	MO	65810
PHILLABAUM, SANDRA	4652 S TURNBERRY AVE	SPRINGFIELD	MO	65810
PRATER, CARY D	917 W SHERWOOD DR	SPRINGFIELD	MO	65810
QUAIL CREEK VII LLC	5051 S NATIONAL AVE	SPRINGFIELD	MO	65810
RAIDER, PHILLIP F TR	4613 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
REDDEN, HEATHER M	778 W SHERWOOD DR	SPRINGFIELD	MO	65810
REDDING, JACK	4600 S TURNBERRY AVE	SPRINGFIELD	MO	65810
RICHARDSON, SCOTT	875 W SHERWOOD DR	SPRINGFIELD	MO	65810
RN FAMILY HOME PLACE FOUNDATION	4637 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
RW DEVELOPMENTS LLC ET AL	1414 E PRIMROSE ST	SPRINGFIELD	MO	65804
RYSAL, JONNA ETAL	853 W BROOKSIDE DR	SPRINGFIELD	MO	65810
SCOTT, ROBERT W & CAROL C TRUST	4710 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
SHARP, SIBYL KOMNINOS TR	1128 W ROCKHILL AVE	SPRINGFIELD	MO	65810
SHEARER, RICHARD L	749 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
SHIRATO, VIRGINIA M TR	2054 E RICHMOND ST	SPRINGFIELD	MO	65804
SMITH, CURTIS E	899 W SHERWOOD DR	SPRINGFIELD	MO	65810
SMITTLE, BETTIE L TR	4612 S TURNBERRY AVE	SPRINGFIELD	MO	65810
SORIN, SERGEY	1380 N COOPER BLVD	SPRINGFIELD	MO	65802
SPFD-GREENE COUNTY LIBRARY DIST	4653 S CAMPBELL AVE	SPRINGFIELD	MO	65810
STAINBROOK, DON J	4636 S TURNBERRY AVE	SPRINGFIELD	MO	65810
STEVENS, MARK	1129 HUMMINGBIRD LN	NIXA	MO	65714
STUNKEL, MATTHEW ETAL HOMESTEAD TR	4779 S TURNBERRY AVE	SPRINGFIELD	MO	65810
UFFMANN, THOMAS E	PO BOX 14164	SPRINGFIELD	MO	65814
UMBARGER, RICHARD ETAL TR	4661 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
VESELY, KYLE	4771 S TURNBERRY AVE	SPRINGFIELD	MO	65810
VUTA, BENIAMIN CLAUDIU	930 W SHERWOOD DR	SPRINGFIELD	MO	65810
WALLACE, DARIN W	834 W SHERWOOD DR	SPRINGFIELD	MO	65810
WHITE, ERICA A	899 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
WILCOX, MARGARET (BURTON)	PO BOX 6246	SPRINGFIELD	MO	65801
WILKERSON, ADAM	931 W BROOKSHIRE DR	SPRINGFIELD	MO	65810
WILLIAMS, KRISTIN A REVOCABLE TRUST	4739 S TURNBERRY AVE	SPRINGFIELD	MO	65810
WINGERT, ERNIE	4580 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

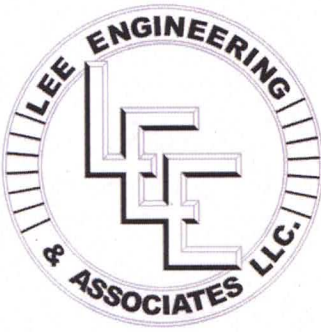
SIGN IN SHEET

Neighborhood Meeting

Tuesday, May 4, 2021

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Dwaine MATTHEW	4638 S Quail Creek	417 414-3424
Danny & Linda Bartleson	1130 W. Beekman	417-849-4445
Jean Killingsworth	4306 S. Quail Creek	417-224-2669
Bob Scott	4710 S Quail Creek	" 823-8332
Carol Scott	" " "	" 823-8332
Gentia Redding	4600 S. Turnberry	417-883-6307
Jack Redding	" "	" "
Dana & Kevin Dean	1115 W Murray Dr	417-889-0783
DONNA DEHAUEN	1131 W. MURRAY DR	417-619-3304
DAVID BEXLER	4847 S. BUCKENHAM LN	417 839-4254
MAGGIE WILCOX	4756 S. TURNBERRY AVE	417-880-1953
Robert Brooks	4682 S. Quail Creek	618-578-9933
Shelby Hamilton	4823 S Buckingham	417-849-6290
STEVEN HAMILTON	" "	" "
Julie Bixler	4847 S. Buckingham Ln	417 872-5962
Erin Dock	4894 S. Wellington Dr	417 839-1269
Time Grace Bertholdi	1110 W. Rockhill	417 848-1266
PATTI HUDGINS	1126 W CARDINAC	417 839-3955
David Hall	4470 S. Quail Creek	417-839-2091
Daniel Breeman	4866 S. Wellington St.	417-988-3824
Melissa Bakke	" "	" "
John D BARBER	4656 S. Woodpointe	417-889-2304
MARY BARBER	" " " "	" " " "



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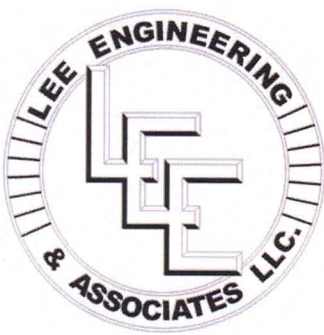
SIGN IN SHEET

Neighborhood Meeting

Tuesday, May 4, 2021

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
 Springfield, Missouri

NAME	ADDRESS	PHONE	
David E. Cobb	4651 S. Quail Creek	417 450-0077	72 X
JODY MALAM	916 W. SHERWOOD	417-425-3943	X
Scott Richardson	875 W SHERWOOD	417-224-5024	X
Sheri McCall	821 W Sherwood	417-343-7622	X
Robert Erickson	795 W. Kingsway	417-766-7896	X
Lois Detrick	4570 S. Quail Creek	417-818-8217	X
MIKE DAILEY	4660 S. QUAIL CREEK	417 882-2123	X
Adam Coats	4818 S Wellington Dr	816 385 3330	X
Levi Wilson	4980 S. Buckingham	417-425-5779	X
JEFF FIERKE	818 W SHERWOOD	417-982-1580	X
Connie Paschal	898 W Sherwood	(817) 564-3452	X
Tom Rouse	805 W. Sherwood Dr.	417-766-9027	X
Phil Rader	4613 S. Quail Creek Ave	417-766-3196	
RAY + JACKIE BAILIFF	850 W BROOKSHIRE	417 882-0898	
Willis Hoyt	4624 S Quail Creek	443 691 9126	



LEE ENGINEERING AND ASSOCIATES, L.L.C.

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COMMENT SHEET

Neighborhood Meeting

Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
David & Julie Bixler	4847 S. Buckingham Lane	417 872-5962

COMMENTS:

Buckingham (and Wellington) CANNOT handle traffic from this project. We were told that the gate on Buckingham would be used for fire emergencies only, but forgive us if we do not believe that will always be the case.



LEE ENGINEERING AND ASSOCIATES, L.L.C.

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COMMENT SHEET

Neighborhood Meeting

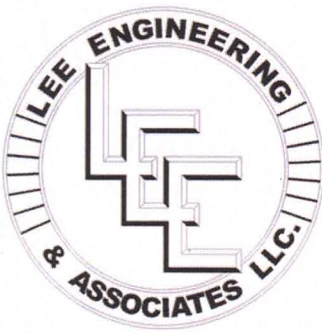
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
MAGGIE WILCOX	4756 S. TURNBERRY AVE	417-880-1953

COMMENTS:

LIKE 55+ COMMUNITY, GATED SUBDIVISION
HOPE @ KEEP TREES AND DD HIGH FENCING
BACKING UP TO HOMES IN QUAIL CREEK.
THIS MUCH BETTER PROPOSITION THEN
2 to 3 STORY OFFICE BUILDINGS
WISH WERE MORE THAN 15FT. BUFFER
TO BACKYARDS OF HOMES IN QUAIL CREEK
FOR PRIVACY.
WORRIED ONLY THAT TYPE OF HOMES COULD
LOWER VALUES OF RESIDENCES IN QUAIL
CREEK, ESPECIALLY SINCE JUST RECEIVED
AN INCREASE OF TAXABLE VALUE FROM
ASSESSOR'S OFFICE.



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

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COMMENT SHEET

Neighborhood Meeting

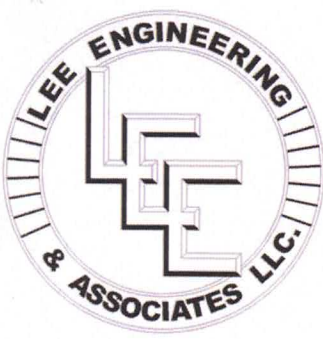
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
JODY MALAM	916 W. SHERWOOD	417-496-3090

COMMENTS:

INSTEAD OF A CLOSED GATE FOR FIRE & EMERGENCY
ON THE S/W CORNER GOING INTO THE DEVELOPMENT.
COULD THE HAVE DOG WALKING ACCESS TO THE
STREET & POSSIBLE UTILITY VEHICLE (RAZOR)
ACCESS TO THE NEW DEVELOPMENT



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

COMMENT SHEET

Neighborhood Meeting

Tuesday, May 4, 2020

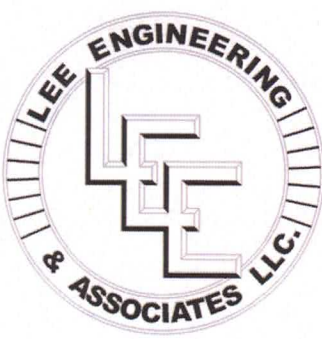
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
MIKE DAILEY	4660 S. QUAIL CREEK	417 882-2123

COMMENTS:

I AM OK WITH A 6 FOOT FENCE AROUND THE PERIMETER, BUT WOULD NOT LIKE ONE ANY HIGHER

I AM UNHAPPY WITH THE LOCATION OF THE NORTHWEST TRASH ENCLOSURES. THEY ARE TOO CLOSE TO MY HOUSE. NONE OF THE OTHER TRASH ENCLOSURES ARE THAT CLOSE TO THE EDGE OF YOUR DEVELOPMENT. PLEASE MOVE THEM.



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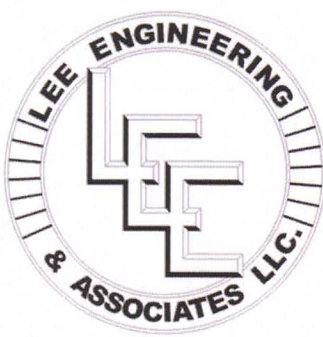
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Phil Raider	4613 S. QUAIL CREEK AVE	417-766-3196

COMMENTS:

Please confirm fire gate at Buena Vista
Stays in effect (with actual gate; now new
development coming)!

Appreciate fence separating Quail
Creek from proposed PAD Development



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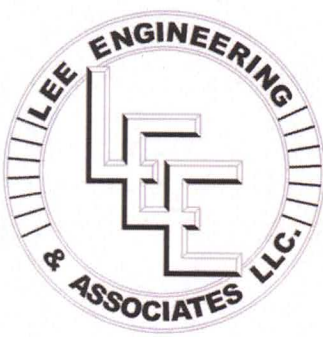
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Ray & Jackie Bailiff	850 W. Brookshire Dr.	417-882-0898

COMMENTS:

The buffer zone behind Sherwood should be extended much more than 15'.



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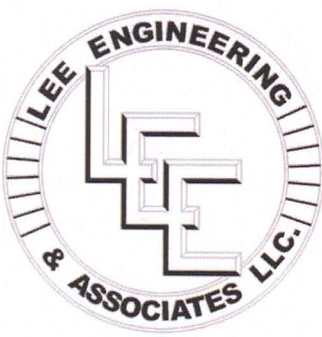
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Tom Bohse	805 W. Sherwood Dr.	417-766-9027

COMMENTS:

The proposed single family rentals are not acceptable in my back yard. These will replicate the crack boxes on Sunset East of Tera Vera. This development will not provide enough buffer (15'?) zone between my property & the development & will "decrease" the value of my home. The City Council should reject the re-zoning unless the value of the single family rentals are replaced w/ higher value structures similar to Tera Vera. I would encourage zoning remain for office & not change.



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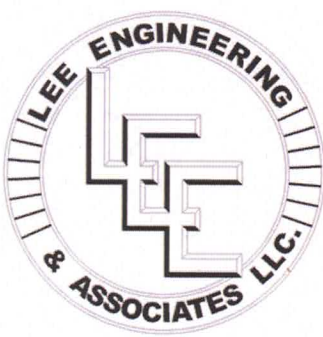
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
David Cobb	4651 S Quail Creek	417 450 0072

COMMENTS:

@ Would like for Five Gate at Buena Vista
to be installed to meet requirements of
previously approved by City Counsel -
This would allow Quail Creek subdivision
to control traffic on Quail Creek Road
This would help control traffic in and out
of our subdivision -
set back on West side of development is an improvement
over original O-1 zoning
Lee Engineering appears to have done
a great job and personally I like
the PD and gated areas in lieu of
O-1 offices -

David E Cobb (an old Rolla Civil Eng)



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Springfield, Missouri

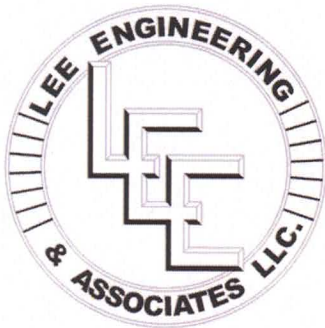
NAME	ADDRESS	PHONE
LEVI WILSON	4980 S BUCKINGHAM	417-425-5779

lewiw0419@gmail.com

COMMENTS:

CONCERNS:

- VALUE OF HOUSING TARGETS NOT DEFINED
- WHICH FIRE DEPARTMENT SERVICES THE AREA?
- WHAT STOPS THE EMERGENCY GATE FROM OPENNING PERMANENTLY?
- IS IT IN COUNTY OR CITY LIMITS?



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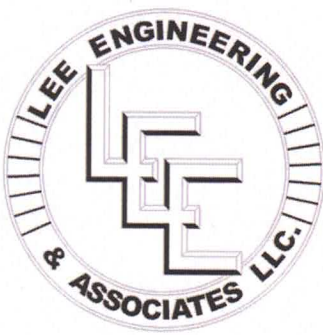
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Sheri McKall	821 W. Sherwood Dr.	417-343-7622

COMMENTS:

- Very unhappy with the 15' buffer (too short) between development's southern border and Wellington Hills' northern most street — Sherwood Drive.
- Need final language of revised PD to be presented to City Council.
- Fire Gate at north end of Buckingham? Why? North of gate is City Fire Dept.; south of gate is Battlefield Fire Dept.
- Concerned about drainage/runoff control from West property line down to East side and Ward Branch Creek.
- 15' buffer includes ^{rain}water control? Grass only?!



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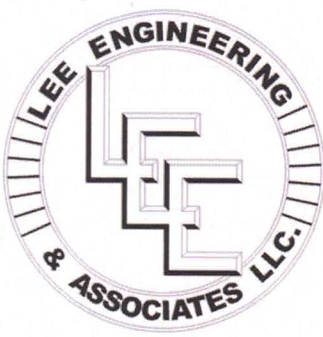
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Lois Detrick	4570 S. Quail Creek Ave	417-818-8267

COMMENTS:

I am very concerned at the potential for a lot of traffic traveling on Quail Creek Ave. I hope the fact that there could be an emergency vehicle only entrance on Buena Vista stays in place.



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Springfield, Missouri

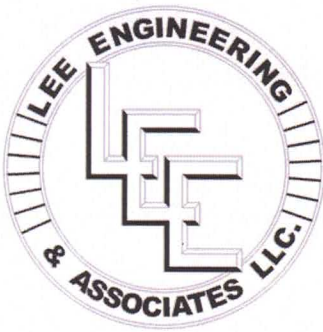
NAME	ADDRESS	PHONE
Danny Burison	1130 W. Beekman	417-350-6097

Linda Burison

COMMENTS:

Concerned about 164 units Built.
would like to know the Rental Value / Quality
of Homes / ~~Build~~.
Duplexes or units Built.

Definitely want to Be sure No access thru
Quailcreek. Want the Fire gate only.



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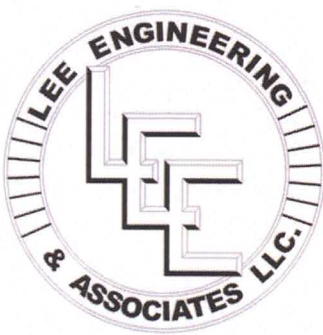
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Delma Jean Killingsworth	4306 S. Quail Creek Spfld. MO.	417-224-2669

COMMENTS:

Main concern is keep fire gate in place
At Buena Vista to avoid traffic speeding through
Sub-division to get to SAMS Area and new
housing areas being planned.



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Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
Steven, Shelby Hamilton	4823 S. Buckingham St.	417-849-6290

COMMENTS:

Concerned about the caliber of homes that would be built, setback from existing property lines, rentals not being taken care of, noise, don't want new streets ~~not~~ to connect to existing streets, concerned about potential crime increase.
Wondering about park that was promised by original developer, whether trees will be planted, disappointed about the change of plan.

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City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	5-6-21	Telephone No.	417-619-3304
YOUR NAME:	DONNA DEHAVEN		
YOUR ADDRESS:	1131 WEST MURRAY DR 65810		
PROJECT ADDRESS:			
COMMENTS:			
I AGREE WITH THE PROPOSED ZONING AS A			
PLANNED DEVELOPMENT - ONE STORY RESIDENTIAL -			
GATED COMMUNITY			

Phone calls:

Sheri McCall
821 W. Sherwood Dr.
417-343-7622

She backs up to the PD Zoning
Asked about fence – I answered a fence would be constructed on the property line.
Asked about the size of buildings – I answered the buildings would be one story.
She was concerned about the current grass growth – I answered the current contract would be required to establish grass

Joe Jaffe
4842 S. Wellington

He is upset over the existing construction work. I answered this zoning case is not associated with the current construction
He asked how it would affect his lot – I answered we will not have traffic going thru his neighborhood and he is 4 homes away from the actual development.

Martha Middleton

From: Derek Lee
Sent: Wednesday, May 5, 2021 3:28 PM
To: Matt Blevins
Cc: Martha Middleton
Subject: FW: Development behind Wellington Hills
Attachments: ORD6146.pdf

Follow Up Flag: Follow up
Flag Status: Completed

From: Derek Lee
Sent: Wednesday, May 5, 2021 3:08 PM
To: Jackie Bailiff <jbailiff@mchsi.com>
Subject: RE: Development behind Wellington Hills

Attached is a copy of the existing office zoning. The document is lengthy, so I copied the restrictions that are placed on the entire development. The site has no restrictions limiting height of offices to one story and no buffer restrictions on the office portion.

ZONING CASE Z-19-2014 & CONDITIONAL OVERLAY DISTRICT NO. 78

The requirements of *Section 4-3100* of the *Springfield Zoning Ordinance* shall be as modified herein for development within this district.

A. The following use is prohibited within this district:

1. Crematoriums

B. Bufferyard Requirements:

A Bufferyard Type F at least fifty (50) feet wide is required along the west side of the proposed GR zoned area adjacent to the east side of Wellington Hills subdivision.

The requirements of *Section 4-2000* and *Section 4-3100* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district.

1. The property shall be subdivided with a major subdivision. As part of the subdivision, the extension of Lakewood and El Camino Alto are required as well as a connection to Buena Vista Street and ~~either Buckingham Lane or Wellington Drive~~. The connection to Buena Vista shall be gated in conformance with the minimum standards set forth in Section 98-140 of the Springfield City Code and shall only be accessible by Springfield Fire Department. Failure at any time to meet the requirements of Section 98-140 shall result in enforcement pursuant to Section 98-141. The gate on Buena Vista Street shall be removed when development occurs that connects Buena Vista Street to Kansas Avenue, to fulfill the intent of the Major Thoroughfare Plan. No building shall be erected on the property within fifty (50) feet of the residential boundaries along the south and west property lines of the subject property. The design of the public streets within this development shall utilize bends, round-a-bouts, tee intersections or other design features to discourage cut-through traffic through the residential neighborhoods. Development within this district may be phased as long as the necessary public improvements to support each phase are provided in accordance with an approved phasing plan approved by the Administrative Review Committee.
2. A Traffic Study shall be approved at the time of development by the City Traffic Division and Missouri Department of Transportation (MoDOT) which may require additional public improvements.

From: Jackie Bailiff <jbailiff@mchsi.com>
Sent: Wednesday, May 5, 2021 2:17 PM
To: Derek Lee <dlee@leeengineering.biz>
Subject: Development behind Wellington Hills

Derek,

I wanted to thank you for opening your office last night to the homeowners in Wellington Hills. The proposed plans answered some questions and concerns that we as property owners in this neighborhood have regarding this development. You had mentioned to me that you could look up the commercial plans and email them to me and I would like for you to do that please. You made the statement several times about 3-story office buildings and I remember it was presented to us years ago as being 1-story office buildings with a much larger buffer zone. I also wanted to share this with my neighbors so we can compare the pros and cons.

Thank you to you and your staff for welcoming us in to discuss this issue. I look forward to reviewing the commercial plan again.

Jackie Bailiff
850 W. Brookshire Dr.

Email: jbailiff@mchsi.com



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Martha Middleton

From: Derek Lee
Sent: Monday, May 3, 2021 1:18 PM
To: Martha Middleton
Subject: FW: The Ridge at Ward Branch, at W. Buena Vista ST

-----Original Message-----

From: Neal, Daniel <dneal@springfieldmo.gov>
Sent: Monday, May 3, 2021 1:14 PM
To: Derek Lee <dlee@leeengineering.biz>
Subject: FW: The Ridge at Ward Branch, at W. Buena Vista ST

FYI

-----Original Message-----

From: Rebecca Lang <rrl830@gmail.com>
Sent: Saturday, May 1, 2021 1:30 PM
To: Zoning@springfieldmo.gov
Cc: Becky Lang <rrl830@gmail.com>; Clarence Lang <ccl7275@aol.com>
Subject: The Ridge at Ward Branch, at W. Buena Vista ST

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

We (Clarence and Rebecca Lang-4836 S Bohn Dr) received the notice of a pending hearing May 4, 2021 at 4:00pm.

We will be out of town on this day and as such, we are submitting our concerns in writing.

We live at 4836 S Bohn Dr Springfield MO 65810. We lease the retention ditch property to Quail Creek which is where some of their run off water flows through on out to the Ward Branch.

Our number one concern is water run off from this gated community development.

We wanted to get a confirmation that there would be NO run off water funneled to this retention ditch area. This retention ditch fills up on heavy rains now and could not hold any additional run off water.

Can you please advise if our assumption is correct " that there will NOT be any run off water directed into this retention ditch area".

Thank you in advance for you addressing this question.

Sincerely,

Clarence and Becky Lang

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4/28/21	Telephone No.	417-353-5131
YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointe Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch @ W. Buena Vista St.		
COMMENTS:	I'm president of the Quail Creek POA and talked with you recently regarding the FIRE GATE that is to be installed at the Buena Vista entrance into our Quail Creek neighborhood. We do NOT oppose the rezoning but want to make sure the developers are aware of the FIRE GATE requirement.		

Thanks.

John Barber

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

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YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointe Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch - W. El Camino Alto Dr.		
COMMENTS:	Bob - I talked with you on the phone regarding the FIRE GATE that is suppose to be installed at the Buena Vista Street entrance into the Quail Creek Subdivision. We are not opposed to the zoning change but just want to ^{make sure the} developers are aware of the FIRE GATE.		
Thanks.			
John Barber - President, Quail Creek POA			

Derek Lee

From: Jackie Bailiff <jbailiff@mchsi.com>
Sent: Tuesday, May 11, 2021 10:14 AM
To: Derek Lee
Subject: Questions regarding the development behind Wellington Hills

Hi Derek,

The Wellington Hills Association Board met last night and we wanted to add some questions to the ones that your firm is currently working on for our residents. Some are repeats I'm sure, so please bear with us as we feel as though we are in the "unknown" right now and that is a situation that many of our homeowners don't feel comfortable with at this moment.

We were told the housing would be designated for 55+ renters with the larger units on the northern section. They would resemble the ones at Tera Vera which we think are lovely units. However the ones closest to Wellington Hills will not be part of this 55+ community and on a much smaller scale with micro-efficiency and one and two bedrooms. We don't think it is unreasonable to ask the following questions:

1. We request a rendering or picture of the various housing types to allow us to educate our neighbors of the expected "look" of the new development.
2. We request the square footage of the different units as well as the structural material that will be used. (brick, stone, siding)
3. We request a rental range to be asked of the renters and who will be renting these units. This will again allow us to educate our neighbors on the expected quality of the new addition. A micro-unit cannot possibly rent for much.
4. The current terrain just north of Wellington Hills does not appear to accommodate the layout of housing without regrading a good deal of it. Is this the intent? Is additional blasting expected?
5. Will there be any erosion issues on to the homes on the north side of Sherwood Drive?
6. In 2014 when the development was first brought to the attention of Wellington Hills residents, the developer understood this neighborhood's desire to create a 50 foot "green belt" of trees and other types of vegetation. The expectation from the neighborhood was this would be pursued. This is not what the drawing showed. Reconsideration of a "green belt" in addition to the 6 foot wood fence you have planned is requested to shield Wellington Hills from the addition that backs up to us.
7. Regarding the proposed gate at Buckingham, is the intent to still allow access to only emergency vehicles? May we have this put in writing by the developer? This is very important to us that we remain closed to any traffic from the new development!
8. If you lived in Wellington Hills, especially on Sherwood Drive, would you be completely satisfied with what is proposed to being built directly behind us.
9. Would the developer reconsider and make the entire property a 55+ community? We know this type of community is "hot" right now and we as a neighborhood would certainly feel better about this situation.
10. Would you consider meeting with us as a group once again before this goes to Planning & Zoning? Several of the neighbors that attended the meeting last week came away with answers that were varied and it was somewhat confusing. A certain time could be set instead of a come and go type meeting. We realize your office space is small so perhaps we could have an outside meeting somewhere in the parking lot of your complex as businesses close for the evening. We know this is asking a great deal of you.

We anxiously await hearing your answers very soon so we can give the information to all our neighbors. Thank you so much for your time. We appreciate it.

Jackie



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Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4/28/21	Telephone No.	417-353-5131
YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointe Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch @ W. Buena Vista St.		
COMMENTS:	I'm president of the Quail Creek POA and talked with you recently regarding the FIRE GATE that is to be installed at the Buena Vista entrance into our Quail Creek neighborhood. We do NOT oppose the rezoning but want to make sure the developers are aware of the FIRE GATE requirement.		

Thanks.

John Barber

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4/28/21	Telephone No.	417-353-5131
YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointe Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch - W. El Camino Alto Dr.		
COMMENTS:	Bob - I talked with you on the phone regarding the FIRE GATE that is suppose to be installed at the Buena Vista Street entrance into the Quail Creek Subdivision. We are not opposed to the zoning change but just want to ^{make sure the} developers are aware of the FIRE GATE.		
Thanks.			
John Barber - President, Quail Creek POA			

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District No. 377

A. APPLICATION

Building or other permits may not be issued for development permitted by this planned development nor can any changes be made to this property until the final development plan has been approved in the manner described at the end of this exhibit.

All requirements of the *Springfield Zoning Ordinance* shall apply unless modified by the requirements and standards that follow.

B. INTENT

The development will allow single family dwelling units in a multi-family style development.

C. DEFINITIONS

The definitions contained in the *Zoning Ordinance* shall apply to this ordinance. For purposes of this ordinance, the following definitions shall also apply.

D. USES PERMITTED

The following uses are permitted without limitation to the number of structures located on a single lot, except that the maximum residential density shall not exceed 8 dwelling units per acre:

1. Single family detached dwelling.
2. Duplexes.
3. Single-family semi-detached dwellings, such as patio court homes and twin homes.

E. USE LIMITATIONS

1. All uses shall operate in accordance with the noise standards contained in *Section 36-485* of the *Springfield Zoning Ordinance*.
2. No use shall emit an odor that creates a nuisance as determined by *Springfield City Code*.

F. INTENSITY OF DEVELOPMENT

Development shall adhere to the following standards.

1. Maximum residential density shall not exceed eight (8) dwelling units per acre.

G. BULK, AREA AND HEIGHT REQUIREMENTS

1. All dwellings shall be one story.

H. DESIGN REQUIREMENTS

The following design guidelines shall serve as a minimum design standard for the structures in the development as identified. The general theme of the development shall be a mixture of Modern Farmhouse elements.

1. **UNITS:** Design elements of each unit type will be as follows:

- a) All roofs shall be pitched roofs with asphalt shingles similar in appearance to the adjacent neighborhoods. In some instances, metal roofing material may be applied for design accents, such as shed roofs over windows.
- b) All front elevations of each unit type will consist of a minimum of two (2) gabled elements as represented in the concept elevations.
- c) All exterior front elevations will consist of a combination of, at minimum, two of the following materials to maintain a single-family residential aesthetic.
 - 1) Stone (stone or Brick element is required)
 - 2) Brick (stone or Brick element is required)
 - 3) Cement board or Engineered wood lap siding
 - 4) Cement board or Engineered wood board and batten siding
- d) Exterior side and rear elevations will consist of one of the following materials:
 - 1) Cement board or Engineered wood board and batten siding
 - 2) Cement board or Engineered wood lap siding
- e) Each unit will provide at minimum a vinyl window in each bedroom and living space. One bedroom and micro-efficiency units shall have, at minimum, one window on the front elevation. Two bedroom and three-bedroom units shall have, at minimum, two windows on the front elevation. All windows on front elevations will be similar in proportion and speak to the design theme of modern farmhouse.
- f) All dwelling units will contain a private back patio with a 6-foot wood privacy fence.
- g) Units throughout the development will vary in identity through the use of alternating color palettes and by dispersing the design elements noted above.

2. **GARAGES:** Design elements of each garage structure will be as follows:

- a) All garages shall be detached and dispersed throughout the development.
- b) Detached garages shall be similar in height to the units.
- c) Each garage will comprise of pitched roofs with asphalt shingles and contain, at minimum, gabled ends.
- d) Garage elevations will consist of one or more of the following materials:
 - 1) Stone
 - 2) Brick
 - 3) Cement board or Engineered wood lap siding
 - 4) Cement board or Engineered wood board and batten siding

3. **RETAINING WALLS:** Retaining walls six (6) feet in height or greater will be stepped in three (3) tall tiers. The steps shall be twenty-four (24) inches wide. The intent is to provide steps in accordance with the table below

Height of wall	Number of steps	Width of step
Less than 6' tall	0	0
6' tall to 9' tall	1	2'
9' tall to 12' tall	2	2'
12' tall to 15' tall	3	2'

I. OPEN SPACE, LANDSCAPING & SCREENING

The landscaping and screening provisions are intended to improve the physical appearance of the District; to improve the environmental performance by contributing to the abatement of heat, glare and noise, and by promoting natural percolation of storm water and improvement of air quality; to buffer potentially incompatible land uses from one another; and to conserve the value of adjoining property and neighborhoods.

1. **Open Space Requirements** – The requirements and standards for R-LD Developments of *Section 36-382 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.
2. **Bufferyards** – A bufferyard type “C” with a six (6) foot wood privacy fence will be required on the south and west sides of the development. A bufferyard type “C” will be required for the remainder of the development (portions of this area will not have a fence). No shrubs are required in any of the perimeter landscaping.
3. **Perimeter Landscaping** - The requirements and standards of *Section 36-482(9) of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.
4. **Interior Landscaping** - The requirements and standards of *Section 36-482(9) of the Springfield Zoning Ordinance*, in effect at the time of development shall apply. Interior landscaped islands will be required every twenty (20) parking spaces.
5. **Open Space Requirements** – The requirements and standards for R-LD Developments of *Section 36-482(8) of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.
6. **Screening and fencing** - The requirements and standards of *Section 36-480 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.

J. EXTERIOR LIGHTING

The requirements and standards of *Section 36-484 of the Springfield Zoning Ordinance*, in effect at the time of development shall apply.

K. ACCESS TO PUBLIC THOROUGHFARES

Access to the public street system shown on Exhibit 2 shall be governed by the existing standards of the City of Springfield for the applicable street classification.

The connection to Buckingham street shall be a gated in conformance with the minimum standards set forth in *Section 98-140* of the *Springfield City Code* and shall only be accessible by the Springfield Fire Department.

L. OFF-STREET PARKING

Sections 36-455, 36-456 and 36-483 of the *Springfield Zoning Ordinance* in effect at the time of development shall apply.

M. SIGNS

The requirements and standards of *Section 36-454* of the *Springfield Zoning Ordinance*, in effect at the time of development shall apply.

N. REQUIRED IMPROVEMENTS

A turnaround shall be constructed at the end of Wellington Avenue, per *Section 36-243(6)* and the Public Works Design Standards. Public right of way or a public access easement shall be dedicated for the area of the turnaround.

O. MAINTENANCE OF COMMON AREAS AND FACILITIES

No common areas exist. The site will be on one lot and be owned and maintained by one entity.

P. PHASING

Development may be phased provided that all public improvements directly related to each phase are completed at the time of its development and that improvements serving the District as a whole and the adjoining area are completed in a sequence assuring full utility of the District as a whole and all areas within the District and so that future public improvements required by this ordinance or other applicable ordinances of the City are not compromised or rendered unduly difficult.

Q. FINAL DEVELOPMENT PLAN

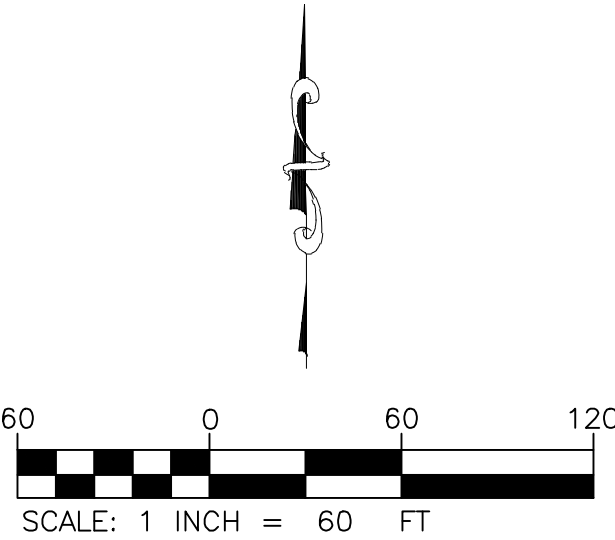
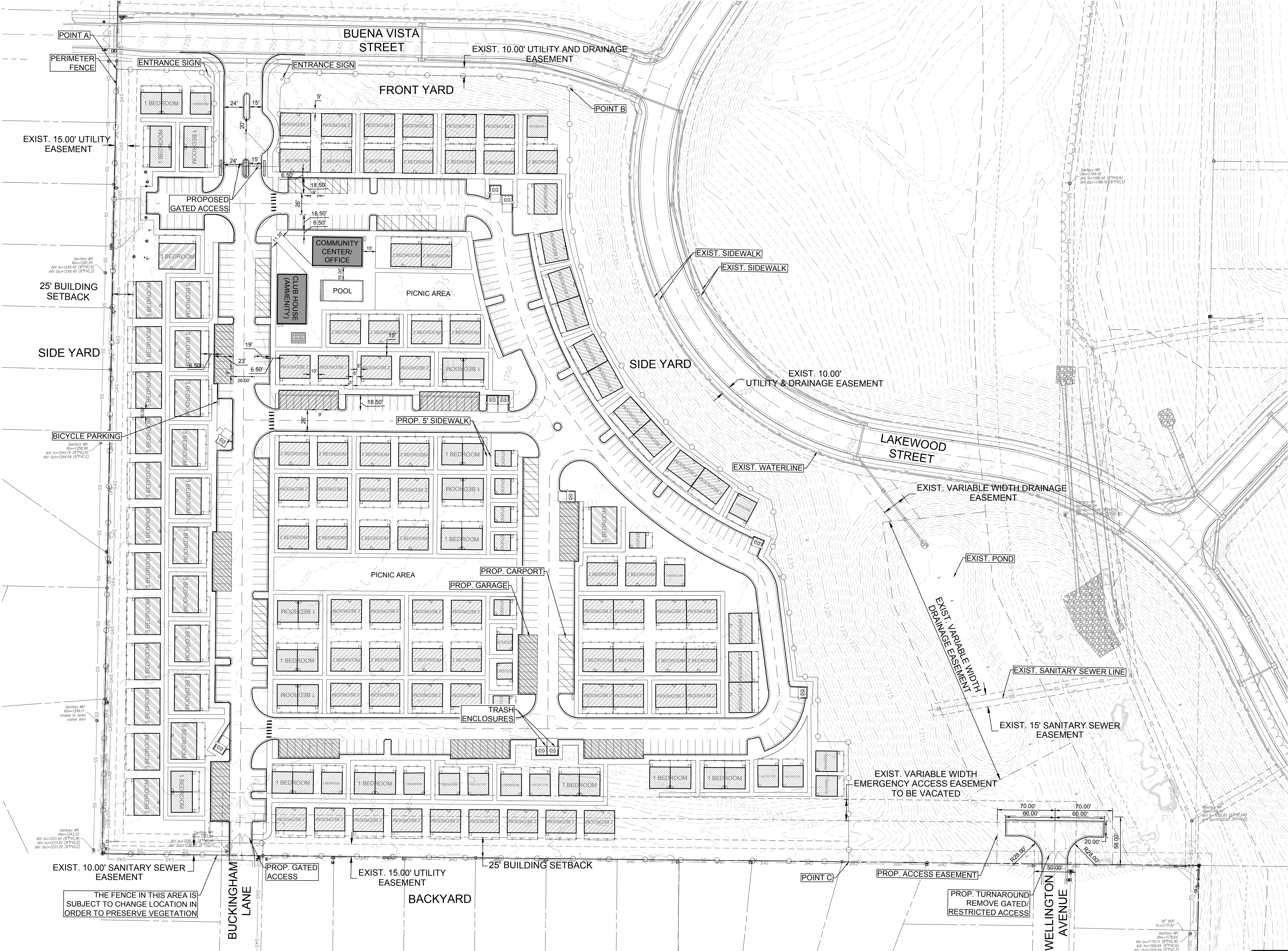
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements permitted or required by this exhibit. The final development plan may be submitted in the form of a preliminary plat, provided the plat is prepared in accordance with the requirements, standards, and intent of this Exhibit. Development of this District shall be in accordance with the approved final development plan.

1. A final development plan shall only be approved if it is in substantial conformance with Exhibit 2 as defined by *Subsection 36-405 (9) (c)* of the *Springfield Zoning Ordinance*.
2. The final development plan shall be submitted to the **Administrative Review Committee** for

final action, either as a whole or in phases. The **Administrative Review Committee** is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not, however, be construed to permit:

- A. Any uses within the District other than those specifically prescribed by the ordinance.
- B. Any increase in the intensity of use permitted within the District.

PAD PRELIMINARY DEVELOPMENT PLAN



LEGEND

- PERIMETER FENCING
- GARAGE
- CAR PORT

SITE UNIT MIX			
DWELLING UNIT TYPE	# OF STORIES	# OF DWELLING UNITS	PERCENT (%)
Micro-Efficiency	1-Story	9	5.4%
1 Bedroom Duplex	1-Story	35	21.1%
1 Bedroom	1-Story	17	10.2%
2 Bedroom Duplex	1-Story	24	14.5%
2 Bedroom	1-Story	57	34.3%
3 Bedroom	1-Story	24	14.5%
TOTAL:		166	100.0%
SITE DATA TABLE			
Open Space Provided		30%	
Minimum Open Space Required		20%	
Impervious Cover Provided		70%	
Maximum Impervious Cover		80%	
Non-Residential Impervious Cover (sqft)		5552	
Residential Impervious Cover (AC)		3.519	
Lot Size (AC)		21.586	

PARKING	
Micro-Efficiency (1 Per Unit)	9
1 Bedroom (1.5 Per Unit)	79.5
2 Bedroom (2 Per Unit)	158
3 Bedroom (2 Per Unit)	46
Total Required	292.5
Total Non-Covered Parking	246
Total Carport Parking	48
Total Garage Parking	80
Total Parking Provided	374
Bicycle Parking Required	6
*Ref Chapter 36, Article III, Division 5, Sec. 36-455 of the City of Springfield, MO Land Development Code for Parking Requirements	

Amentities	
Swimming Pool	
2 Picnic Areas	
Community Center	
Resident Club House	

*THE FENCE BETWEEN POINTS A, B, AND C IS OPTIONAL PERIMETER FENCING

THE RIDGE BFR
PAD PRELIMINARY DEVELOPMENT PLAN

Bowman

© 2021 Bowman Consulting Group, Ltd.
1120 S. Capital of Texas Hwy. • Building 3, Suite 220 • Austin, Texas 78746
Phone: (512) 327-1180 • Fax: (512) 327-4062 • www.bowmanconsulting.com
TBPE Firm Registration No. F-14309

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW, MARK-UP, AND/OR DRAFTING UNDER THE AUTHORITY OF NICHOLAS G. KEHL, P.E. #2011005050 ON MAY 25 2021. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

May 25, 2021

SHEET 1 OF 1

PRELIMINARY NOT FOR CONSTRUCTION



Primary Materials Used:

- Stone/Brick
- Lap Siding
- Board and Batten Siding
- Asphalt Shingles

The adjacent images have been used as design inspiration for the buildings at The Ridge. The primary design language of the development is to be Modern Farmhouse with a mixture of light and dark color palettes.

Elements such as repeating roof pitches, metal roofing overhangs, wood columns, and stone/brick bases have been employed in the elevations. For comparison, both horizontal lap siding and vertical board and batten siding have also been used.



CONCEPT ELEVATIONS



MICRO-EFFICIENCY UNIT - FRONT ELEVATION



ONE BEDROOM UNIT - FRONT ELEVATION

- 201 - Horizontal cement board or engineered wood siding.
- 202 - Board and batten cement board or engineered wood siding.
- 203 - Brick or stone veneer.
- 204 - Metal roof awning
- 205 - Asphalt shingles.
- 206 - Wood column, stained.

GENERAL NOTE: Elevations shown are conceptual, and represent the preferred finished product of the developer.

CONCEPT ELEVATIONS



ONE BEDROOM DUPLEX - FRONT ELEVATION



TWO BEDROOM DUPLEX - FRONT ELEVATION

- 201 - Horizontal cement board or engineered wood siding.
- 202 - Board and batten cement board or engineered woodsiding.
- 203 - Brick or stone veneer.
- 204 - Metal roof awning.
- 205 - Asphalt shingles.
- 206 - Wood column, stained.

GENERAL NOTE: Elevations shown are conceptual, and represent the preferred finished product of the developer.

CONCEPT ELEVATIONS



TWO BEDROOM - FRONT ELEVATION



THREE BEDROOM - FRONT ELEVATION

- 201 - Horizontal cement board or engineered wood siding.
- 202 - Board and batten cement board or engineered woodsiding.
- 203 - Brick or stone veneer.
- 204 - Metal roof awning.
- 205 - Asphalt shingles.
- 206 - Wood column, stained.

GENERAL NOTE: Elevations shown are conceptual, and represent the preferred finished product of the developer.

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 06-22-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-162

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 28 acres of
3 property generally located at 5505 West Sunshine Street from County M-
4 1, Light Manufacturing District, and GR, General Retail District, to HC,
5 Highway Commercial District; and adopting an updated Official Zoning
6 Map. (Staff and Planning and Zoning Commission both recommend
7 approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at 5505 West Sunshine Street, and more fully described in "Exhibit A,"
12 from County M-1, Light Manufacturing District, and GR, General Retail District, to HC,
13 Highway Commercial District; and
14

15 WHEREAS, following proper notice, a public hearing was held before the
16 Planning and Zoning Commission on June 3, 2021, a copy of the Record of
17 Proceedings from said public hearing being attached hereto and incorporated herein by
18 this reference as "Exhibit B," and said Commission made its recommendation; and
19

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

24 WHEREAS, proper notice was given of a public hearing before City Council and
25 said hearing was held in accordance with law.
26

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

30 Section 1 – The property described in "Exhibit A," which is attached hereto and
31 incorporated herein by this reference, is hereby rezoned from County M-1, Light
32 Manufacturing District, and GR, General Retail District, to HC, Highway Commercial
33 District. Springfield Land Development Code, Section 36-306, 'Official zoning map and

rules for interpretation,' is hereby amended, changed, and modified consistent with this Ordinance.

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

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

Approved for Council action: Jacaron A. Hayes, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 162

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 28 acres of property generally located at 5505 West Sunshine Street from County M-1, Light Manufacturing District and GR, General Retail District to HC, Highway Commercial District. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-6-2021

The applicant is proposing to rezone approximately 25 acres of property generally located at 5505 West Sunshine Street from County M-1, Light Manufacturing District and GR, General Retail District to HC, Highway Commercial District. An annexation of the 25-acre property is being processed ahead of this rezoning and is having a public hearing at the City Council meeting on June 1, 2021. The intent of the rezoning application is to facilitate the development of the subject 25 acres and 3 acres to the east, which is already in the City, into a commercial subdivision with multiple lots.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve, by a vote of 8 to 0.

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

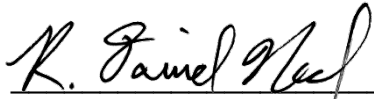
FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies majority of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and the east 3 acres for Light Industrial, Office and Office/Warehouse. The HC district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. This area is located within the James River Freeway and Sunshine Street (Emerging) Activity Center as designated 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 fits these criteria

3. The proposed rezoning will allow the subject property to be developed similarly to surrounding properties in the City.

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, 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-6-2021**

A PORTION OF LOT 1 OF THE NORTHWEST QUARTER OF SECTION 1,
TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY
MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND IRON PIPE AT THE NORTHEAST CORNER OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID LOT 1 OF THE NORTHWEST QUARTER SOUTH 02°00'41" WEST 826.20 FEET; THENCE SOUTH 57°29'12" WEST 132.39 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF WEST SUNSHINE STREET (STATE ROUTE 143) VARIABLE WIDTH, SAID POINT BEING 57.00 FEET LEFT OF STATION 306+32; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH 57° 29'12" WEST 132.00 FEET; THENCE SOUTH 83°42'49" WEST 102.32 FEET TO THE NORTHEAST RIGHT OF WAY LINE OF STATE ROUTE 360 (JAMES RIVER FREEWAY) VARIABLE WIDTH; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 53°26'37" WEST 215.94 FEET; THENCE NORTH 64°38'02" WEST 105.09 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 31°41'47" WEST 25.07 FEET; THENCE NORTH 89°05'55" WEST 32.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES, NORTH 64° 38'02" WEST 29.53 FEET; THENCE NORTH 79°43'16" WEST 236.46 FEET; THENCE NORTH 89°43'00" WEST 175.82 FEET; THENCE SOUTH 85° 54'10" WEST 250.03 FEET; THENCE SOUTH 89°45'20" WEST 4.15 FEET TO THE EAST LINE OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO DULIN PER DEED RECORDED IN BOOK 2194 PAGE 533 OF SAID RECORDER'S OFFICE; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID DULIN TRACT NORTH 01 °49'10" EAST 767.04 FEET TO THE NORTH LINE OF ABOVE MENTIONED LOT 1 OF THE NORTHWEST QUARTER; THENCE ALONG SAID NORTH LINE SOUTH 89°05'55" EAST 1332.68 FEET TO THE POINT OF BEGINNING, CONTAINING 1,099,642 SQUARE FEET, OR 25.24 ACRES, MORE OR LESS.

AND

A PORTION OF LOT 1 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING BEGINNING AT A FOUND IRON PIPE AT THE NORTHWEST CORNER OF LOT 1 OF SAID NORTHEAST QUARTER; THENCE ALONG THE WEST LINE OF SAID LOT 1 OF THE NORTHEAST QUARTER SOUTH 02°00'41" WEST 6.36 FEET TO THE WESTERLY MOST CORNER OF A TRACT OF LAND NOW OR

FORMERLY CONVEYED TO LKM INVESTMENT PROPERTIES, LLC PER DEED RECORDED IN BOOK 2018 PAGE 012594 OF THE GREENE COUNTY RECORDER'S OFFICE AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL.

THENCE ALONG THE SOUTHWEST LINE OF THE SAID LKM INVESTMENT PROPERTIES, LLC TRACT SOUTH $30^{\circ}02'58''$ EAST 676.08 FEET TO THE NORTHWEST RIGHT OF WAY LINE OF WEST SUNSHINE STREET (STATE ROUTE 143) VARIABLE WIDTH; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE, SOUTH $57^{\circ}29'12''$ WEST 299.98 FEET TO A POINT 57.00 FEET LEFT OF STATION 309+00; THENCE SOUTH $57^{\circ}29'12''$ WEST 135.61 FEET TO THE WEST LINE OF SAID LOT 1; THENCE ALONG SAID WEST LINE OF SAID LOT 1 NORTH $02^{\circ}00'41''$ EAST 819.84 FEET TO THE POINT OF BEGINNING, CONTAINING 147,111 SQUARE FEET, OR 3.38 ACRES, MORE OR LESS.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-6-2021
Planning and Zoning Commission – June 3, 2021**

Z-6-2021

5505 West Sunshine Street

Applicant: West Sunshine Development, LLC

Mr. Hosmer states that this is a request to rezone approximately 28 acres of property generally located at 5505 West Sunshine Street from County M-1, Light Manufacturing District and GR, General Retail District to HC, Highway Commercial District. The property is located in a FEMA designated floodplain/sinkhole, unnumbered A Zone. Not in a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Ryan Schweissguth, representing the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Z-6-2021 (5505 West Sunshine Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.



Bob Hosmer, AICP
Planning Manager

Exhibit C

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE NUMBER:

Z-6-2021

LOCATION:

5505 W. Sunshine Street

ACRES:

Approximately 28 acres

EXISTING LAND USE:

Vacant/undeveloped land

APPLICANT:

West Sunshine Development, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 28 acres of property generally located at 5505 West Sunshine Street from County M-1, Light Manufacturing District and GR, General Retail District to HC, Highway Commercial District

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies majority of the subject property as appropriate for Medium-Intensity Retail, Office or Housing and the east 3 acres for Light Industrial, Office and Office/Warehouse. The HC district is one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.
2. This area is located within the James River Freeway and Sunshine Street (Emerging) Activity Center as designated 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 fits these criteria
3. The proposed rezoning will allow the subject property to be developed similarly to surrounding properties in the City.

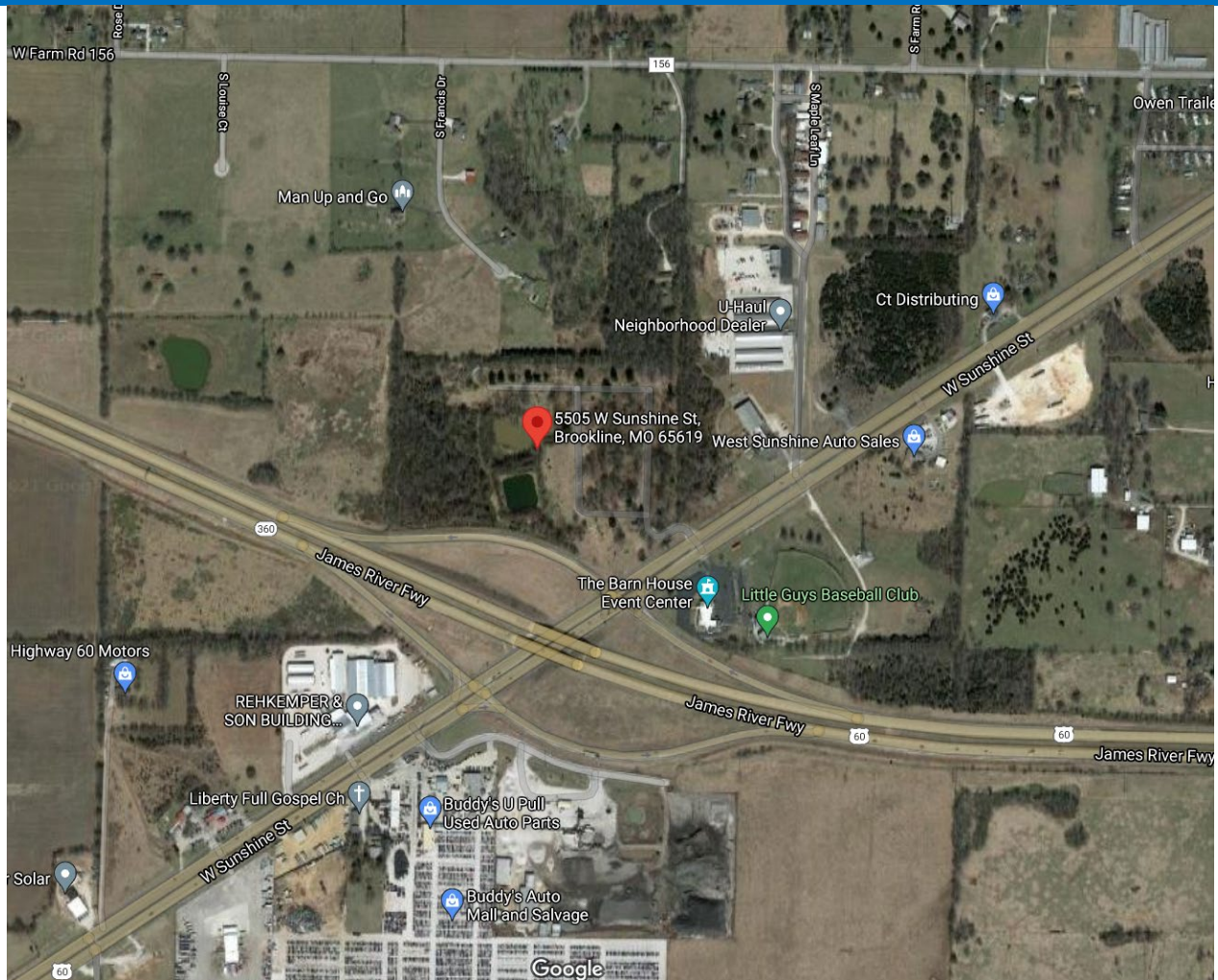
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	City of Republic AG	James River Freeway ROW	GR and HC	City of Republic AG
LAND USE	Agricultural and single-family uses	U.S. Highway 8 of 16	Roofing company and storage units	Agricultural and residential uses

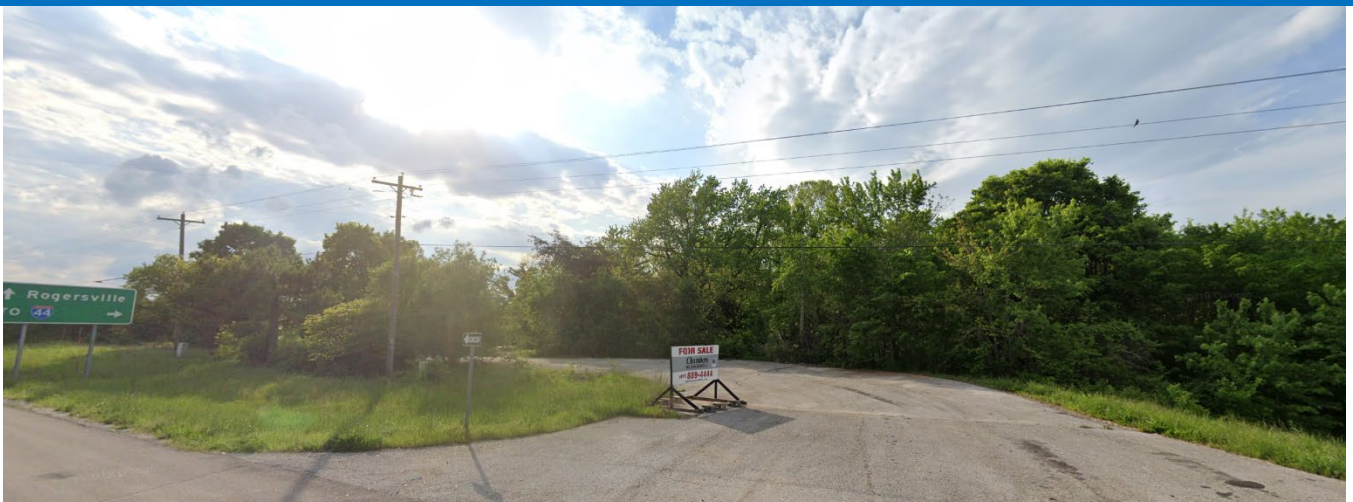
Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

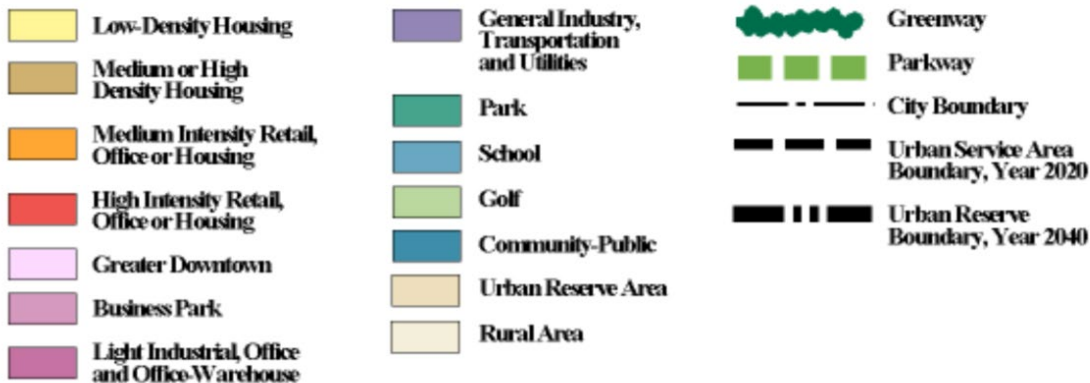
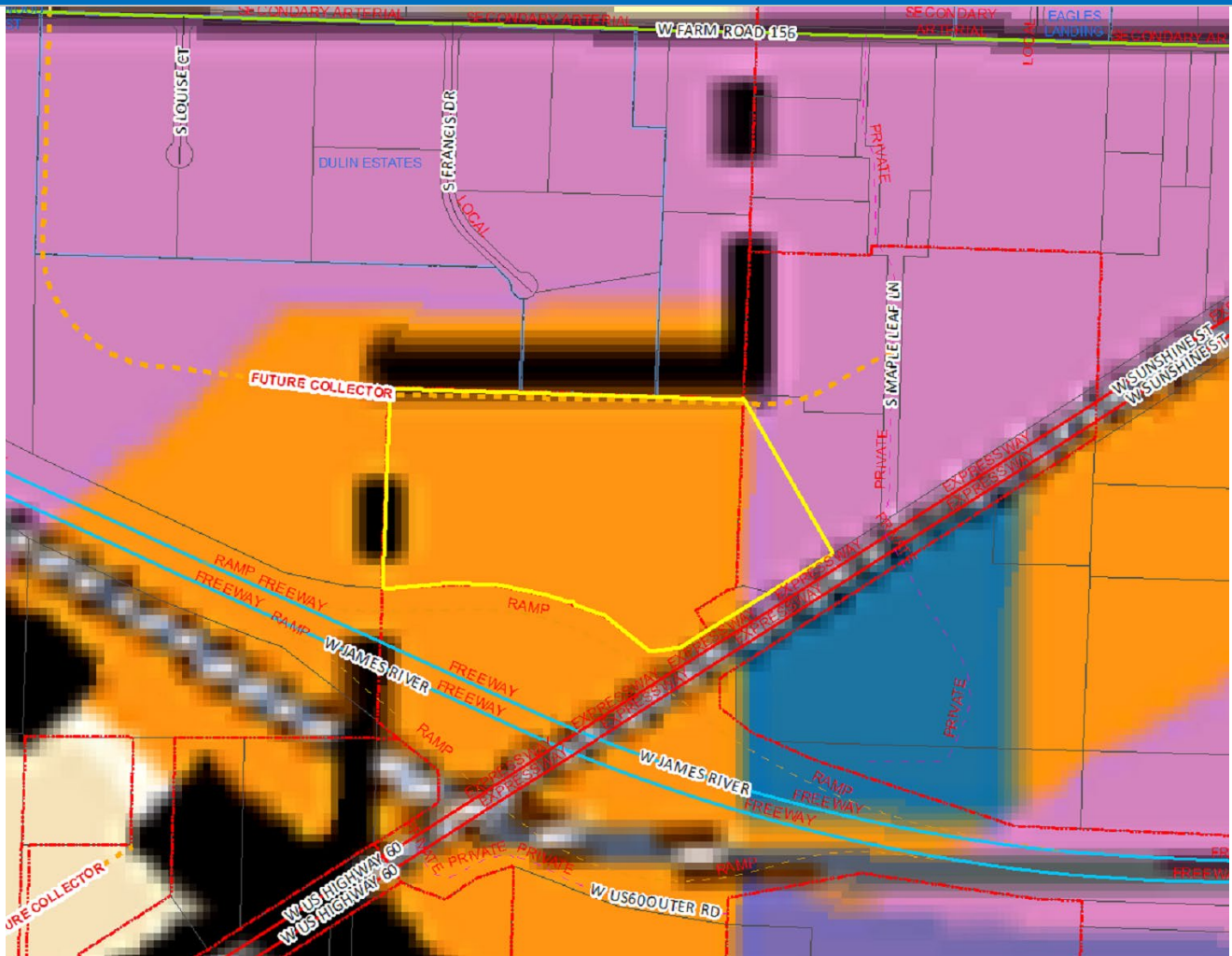


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was recently annexed in June of 2021 and is currently zoned Greene County M-1, Light Manufacturing or Industrial District which previously contained a manufactured home community .

COMPATIBILITY WITH THE ZONING ORDINANCE:

CODE ITEM	REQUIREMENTS FOR HC
Use Limitations	No motor vehicle repair or maintenance work shall take place outdoors within 150 feet of the boundary of any residential district
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	As required by Section 36-453, supplemental open space and yard regulations, Section 36-480, screening and fencing, and Section 36-482, landscaping and bufferyards.
Open Space Requirement	Not less than 20 percent
Design Requirements	Standard per code
BULK PLANE	LANDSCAPING
None.	None.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

This area is located within the James River Freeway and Sunshine Street (Emerging) Activity Center as designated 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 fits these criteria.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office or Housing uses. The HC District is one of the recommended districts for this area. The HC District is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate.

The *Major Thoroughfare Plan* classifies James River Freeway as a freeway and Sunshine Street as an expressway roadway.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 25 acres of property generally located at 5505 W. Sunshine Street from County M-1, Light Manufacturing District and GR, General Retail District to HC, Highway Commercial District. An annexation of the 25-acre property is being processed ahead of this rezoning and is having a public hearing at the City Council meeting on June 1st . The intent of the rezoning application is to facilitate the development of the subject 25 acres and 3 acres to the east, which is already in the City, into a commercial subdivision with multiple commercial lots.
2. This application is consistent with the *Growth Management and Land Use Plan* element of the *Comprehensive Plan* which identifies the subject property as appropriate for Medium-Intensity Retail, Office or Housing. The HC district is

Development Review Staff Report



one of the zoning districts that the *Plan* recommends for the Medium-Intensity Retail, Office or Housing land use category.

3. The HC district is consistent with the *Plan* which encourages higher intensity development at or near Activity Centers. The subject property is within the James River Freeway and Sunshine Street Activity Center. West Sunshine Street is classified as an expressway and James River Freeway is classified as a freeway.
4. The HC district is consistent with the other properties located along the West Sunshine Street corridor in the City. The properties to the northeast and east of the subject property along Mapleleaf Lane were recently rezoned to HC. The properties along Sunshine Street and in the County are zoned C-2, General Commercial District, PAD, Plot Assignment District and M-1, Light Manufacturing or Industrial District and have uses comparable to the HC District.
5. The HC district is intended for commercial uses which depend upon high visibility, generate high traffic volumes, or cater to the traveling public. These characteristics dictate that this district be located along or at the intersections of arterial classification streets or along frontage roads adjacent to the interstate or other limited-access streets.
6. A Traffic Impact Study was required and has been approved by MoDOT. Improvements to Sunshine Street were required which includes a 420-foot right turn lane with taper and a 290-foot left turn lane with taper.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on May 13, 2021, regarding the rezoning request. A summary of the meeting is attached (Attachment 2)

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 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.

Notices sent to property owners within 185 feet: Mailed: 8 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 DEPARTMENT COMMENTS

BUILDING DEVELOPMENT SERVICES COMMENTS:

No comments.

CITY UTILITIES:

No issues with proposed rezoning.

CLEAN WATER SERVICES COMMENTS:

No objection to the rezoning. Existing tract has public sewer.

FIRE DEPARTMENT COMMENTS:

No comments

MODOT COMMENTS:

The sale of MoDOT r/w has never been finalized with MOCR16, LLC.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street roadway as an Expressway roadway. The standard right-of-way width for W. Sunshine Street is 65 feet from the centerline. It appears no additional right-of-way is needed along W. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street is a state-maintained roadway

TRAFFIC COUNTS & ON-STREET PARKING

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Sunshine Street. MoDOT must approve any access point to Sunshine Street.

SIDEWALK

There is not existing sidewalk along the property frontage on W. Sunshine Street. MoDOT is not requiring sidewalks to be constructed along W. Sunshine Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are no bus stops along W. Sunshine Street.

IMPROVEMENTS

A Traffic Impact Study was required and has been approved by MoDOT. Improvements to Sunshine Street are required as follows: a 420-foot right turn lane with taper and a 290-foot left turn lane with taper.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Sunshine Street	Expressway	No	87	65
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		190	190	1,197	
*Proposed Trips Generated		304	1,273	13,980	
Additional Trips Generated		114	1,083	12,483	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

STORMWATER COMMENTS:

The property is in the **Wilsons Creek** drainage basin. The property **is** located in a FEMA designated floodplain. The area is indicated as an unnumbered A zone. Staff **is** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. It looks like an old farm pond but will need to be verified. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property, a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.
6. If the property has a stream buffer the property, owner(s) may be required to provide a stream buffer easement per Chapter 8 Section 4.1.3.

Attachment 2

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

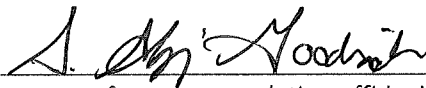
1. Request change to zoning from: General Retail to Highway Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 13th
3. Meeting Location: Cox Roofing - 5431 W. Sunshine St, Springfield, MO
4. Number of invitations that were sent: 12
5. How the mailing list was generated: By the City
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

Only comment related to Zoning Issue was general approval of conversion from M-1 to HC (attending neighbors prefer commercial businesses to light manufacturing).

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

None received from neighbors in attendance.

I, S. Abi Goodrich (print name), attest that the neighborhood meeting was held on May 13, 2021 (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

S. Abi Goodrich
Printed name of person completing affidavit



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

NEIGHBORHOOD MEETING SIGN IN SHEET

BRODY'S PLACE
5505 W. SUNSHINE, SPRINGFIELD, MO
PROJECT NO. 19-7830
MAY 13, 2021

NAME	COMPANY	PHONE NO.	EMAIL ADDRESS
Allen Baumgardner		417 864-4582	allenbaumgardner@sbcglobal.net
Cornelius Datema		417 865-4080	CSDatema@aol.com
Shirley Datema		417 865-4080	CSDatema@aol.com
Kenny Datema		417 849-4696	datema@att.net
Julie Shoemaker		417-860-5544	shoemakerconst@sbcglobal.net
KEN SAWYER		417 839-0581	KENSQUALITYCRAFT@SBCGLOBAL.NET

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

One-rdg. _____
P. Hrngs. X
Pgs. 37
Filed: 06-22-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-163

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 5.4 acres of
3 property generally located at 817 West El Camino Alto Drive from O-1,
4 Office District, with Conditional Overlay District No. 78, to R-LD, Low
5 Density Multi-Family Residential District; establishing Conditional Overlay
6 District No. 200; and adopting an updated Official Zoning Map. (Staff and
7 Planning and Zoning Commission both recommend approval.)
8 _____
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 generally located at located at 817 West El Camino Alto Drive from O-1, Office District,
12 with Conditional Overlay District No. 78, to R-LD, Low Density Multi-Family Residential
13 District, with Conditional Overlay District No. 200; and
14

15 WHEREAS, Conditional Overlay District No. 200 shall modify the requirements
16 of the Springfield Land Development Code Section 36-382, R-LD, Low Density Multi-
17 Family Residential District, by requiring that the property described in "Exhibit B" comply
18 with the requirements described in "Exhibit A;" and
19

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

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

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

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

34
35 Section 1 – The property described in "Exhibit B," which is attached hereto and
36 incorporated herein by this reference, is hereby rezoned from O-1, Office District, with
37 Conditional Overlay District No. 78, to R-LD, Low Density Multi-Family Residential
38 District, with Conditional Overlay District No. 200. Springfield Land Development Code,
39 Section 36-306, 'Official zoning map and rules for interpretation,' is hereby amended,
40 changed and modified consistent with this Ordinance.

41
42 Section 2 – City Council hereby establishes Conditional Overlay District No. 200
43 which shall contain the requirements and standards provided on "Exhibit A," which is
44 attached hereto and incorporated herein by this reference as though set forth herein.
45 The requirements of Conditional Overlay District No. 200 shall modify the requirements
46 of the Springfield Land Development Code Section 36-382, R-LD, Low Density Multi-
47 Family Residential District, by requiring the property described on "Exhibit B" comply
48 with the requirements contained in "Exhibit A."

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

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

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

61
62 Passed at meeting: _____

63
64 _____
65 Mayor

66
67 Attest: _____, City Clerk

68
69 Filed as Ordinance: _____

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

73
74
75 Approved for Council action: *Jason A. Hage*, City Manager

EXPLANATION TO COUNCIL BILL 2021 - 163

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78 to R-LD, Low Density Multi-Family Residential District and establishing Conditional Overlay District No. 200. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-12-2021/ CONDITIONAL OVERLAY DISTRICT NO. 200

The applicant is proposing to rezone approximately 5.4 acres of property generally located at 817 West El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78 to R-LD, Low Density Multi-Family Residential District and establishing Conditional Overlay District No. 200. The applicant is proposing a new 55+ multi-family residential gated community similar to Tera Vera at Sunset Street and Jefferson Avenue.

The applicant is requesting a Conditional Overlay District that will limit the residential density to 11 dwelling units per acre or less. The 5.4 acres of property will allow the maximum development of 59 multi-family residential dwelling units. Since this will not exceed the 11 dwelling units per acre the development is not subject to our Multi-Family Development Location and Design Guidelines. This will limit the density comparable to the R-TH, Residential Townhouse District.

The Conditional Overlay District also includes restrictions on the height of buildings and additional buffering on the west property line. The applicant has responded to neighborhood concerns by restricting the height of buildings in the development to one story and increasing the landscape plantings within the bufferyard and requiring a six-foot-tall solid wood privacy fence along the west property line. They have also requested that their development on this property be restricted to only allow a gated 55+ community. Staff cannot require the private development to be gated or 55+ due to age discrimination laws.

The applicant has requested that the Conditional Overlay District does not contain any language regarding the gating of Bueno Vista Street since it is on public right-of-way and is not on their private property and thus is outside of their control. Staff agrees with this provision. The current COD for this property contains the following requirements:

The connection to Buena Vista Street shall be gated in conformance with the minimum standards set forth in Section 98-140 of the Springfield City Code and shall only be accessible by the Springfield Fire Department. Failure at any time to meet the requirements of Section 98-140 shall result in enforcement pursuant to Section 98-141. The gate on Buena Vista Street shall be removed when development occurs that connects Buena Vista Street to Kansas Avenue, to fulfill the intent of the Major Thoroughfare Plan.

REMARKS:

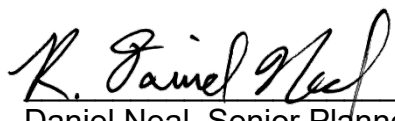
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan. The *Major Thoroughfare Plan* classifies W. El Camino Alto Drive and W. Buena Vista Street as collector roadways.
2. The Low-Density Multi-Family Residential District is considered an appropriate step down or transitional zoning between single-family residential (to the west) and commercial uses (to the east).
3. The Conditional Overlay District will limit the residential density of the development to 11 dwelling units per acre or less, restrict the height of buildings and require additional buffering along the property to the west.

Submitted by:

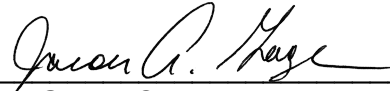

Daniel Neal, Senior Planner

Recommended by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Conditional Overlay District Provisions

Exhibit B, Legal Description

Exhibit C, Record of Proceedings

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1: Department Comments

Attachment 2: Conditional Overlay District Provisions

Attachment 3: Neighborhood Notification and Meeting Summary

Attachment 4: Neighborhood Comments

Exhibit A

CONDITIONAL OVERLAY DISTRICT PROVISIONS ZONING CASE Z-12-2021 & CONDITIONAL OVERLAY DISTRICT NO. 200

The requirements of *Section 36-382.* of the *Springfield Zoning Ordinance* shall be modified herein for development within this district to include the following.

1. The proposed multi-family development shall have a maximum residential density of 11 dwelling units per acre for a total 59 units on the subject property.
2. A Type C bufferyard, following Section 36-482., Landscaping and bufferyards, of the Zoning Ordinance will be placed on the west property line with a six-foot solid wood privacy fence.
3. The dwelling units shall not exceed one story in height. No other accessory building shall exceed one story or 35 ft. in height above the finished grade.

Exhibit B

LEGAL DESCRIPTION
ZONING CASE Z-12-2021 & CONDITIONAL OVERLAY DISTRICT NO. 200

All of Lot 3 of The Ridge at Ward Branch – Phase 2, in Springfield, Greene County, Missouri.

Exhibit C

**RECORD OF PROCEEDINGS
ZONING CASE Z-12-2021 & CONDITIONAL OVERLAY DISTRICT NO. 200
Planning and Zoning Commission – June 3, 2021**

Z-12-2021 w/COD #200
817 West El Camino Alto Drive
Applicant: RW Developments, LLC

Mr. Hosmer states that this is a request to rezone approximately 5.4 acres of property located at 817 El Camino Alto Drive from O-1, Office District with Conditional Overlay District No. 78 to R-LD, Low Density Multi-Family Residential District and establishing Conditional Overlay District No. 200. The Conditional Overlay District will limit the development to a maximum density of 11 dwelling units per acre for a total 59 units. Restrict height of buildings to one story. Require bufferyard Type C (Type B/ R-LD) and fence along the western property line. The original COD #78 is still active which limits access to Buena Vista only for fire protection and will remain gated until it connects to Kansas Avenue and this will not change this requirement. Staff recommends approval.

Mr. Bruce Colony asked about the density to the west.

Mr. Hosmer noted that could be 7 to 8 units or could be more.

Mr. Doennig opened the public hearing.

Mr. Derek Lee, representing the developer, noted the primary comments was the gate on Buena Vista, however he has no control of whether the gate stays and is in the City's right-of-way. One other comment was for a barrier fence and more trees and codify the number of units to 11 or less.

Mr. Charles Merrit, 4697 S. Quail Creek has concerns regarding the traffic and sees it as a problem and voice his concerns and wondered about a traffic study for the area.

Mr. David Cobb, 4651 S. Quail Creek also voiced his concerns regarding the traffic and noted that a possible 400 cars driving through the area and stated his concern for getting into the area and the fire gate and what will happen when the City removes it.

Mr. Gregg Peterson, 4350 S. Quail Creek noted that the fire gate is not permanent and voiced his traffic concerns as well as too many traffic signs on Campbell into the area.

Mr. Doennig closed the public hearing.

Mr. Coltrin asked about Quail Creek and their entrance.

Mr. Hosmer stated that the intent was to have collectors into the subdivision.

Mr. Doennig asked about the increase in daily trips.

Mr. Brett Foster noted that it a reduction in peak hours with the new zoning.

Mr. Colony and Mr. Knuckles asked about stormwater and if retention.is adequate for the development.

Ms. Julie Hawkins they will need to meet the City's water quality requirements because they are disturbing more than one acre.

Ms. Bruce are there any connection to Buckingham and Wellington.

Mr. Hosmer noted there will not be any crossing or access to alleviate the traffic.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-12-2021 w/COD #200 (817 West El Camino Alto Drive). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE NUMBER:

Z-12-2021 w/Conditional Overlay District No. 200

LOCATION:

817 W. El Camino Alto Drive

ACRES:

Approximately 5.4 acres

EXISTING LAND USE:

Vacant/undeveloped

APPLICANT:

RW Development, LLC

STAFF:

Daniel Neal, 864-1036

STAFF RECOMMENDATIONS:

Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

Request to rezone approximately 5.4 acres of property from O-1, Office District with Conditional Overlay District No. 78 to R-LD, Low Density Multi-Family Residential District and establishing Conditional Overlay District No. 200

FINDINGS FOR STAFF RECOMMENDATION:

1. This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan. The *Major Thoroughfare Plan* classifies W. El Camino Alto Drive and W. Buena Vista Street as collector roadways.
2. The Low-Density Multi-Family Residential District is considered an appropriate step down or transitional zoning between single-family residential (to the west) and commercial uses (to the east).
3. The Conditional Overlay District will limit the residential density of the development to 11 dwelling units per acre or less, restrict the height of buildings and require additional buffering along the property to the west.

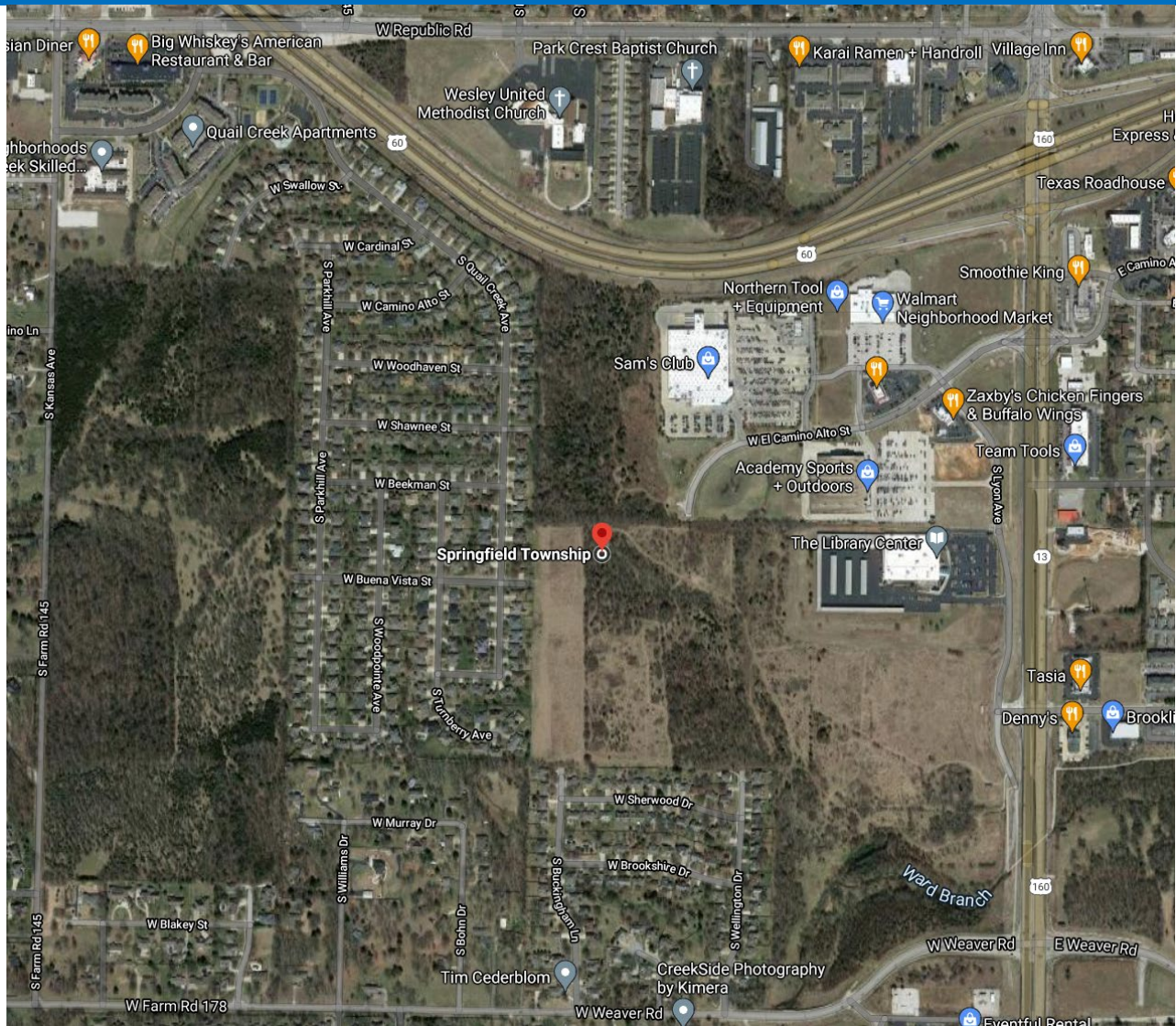
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	O-1 COD #78	O-1 COD #78	R-SF
LAND USE	Vacant/undeveloped	Vacant/undeveloped	Vacant/undeveloped	Single-Family residential

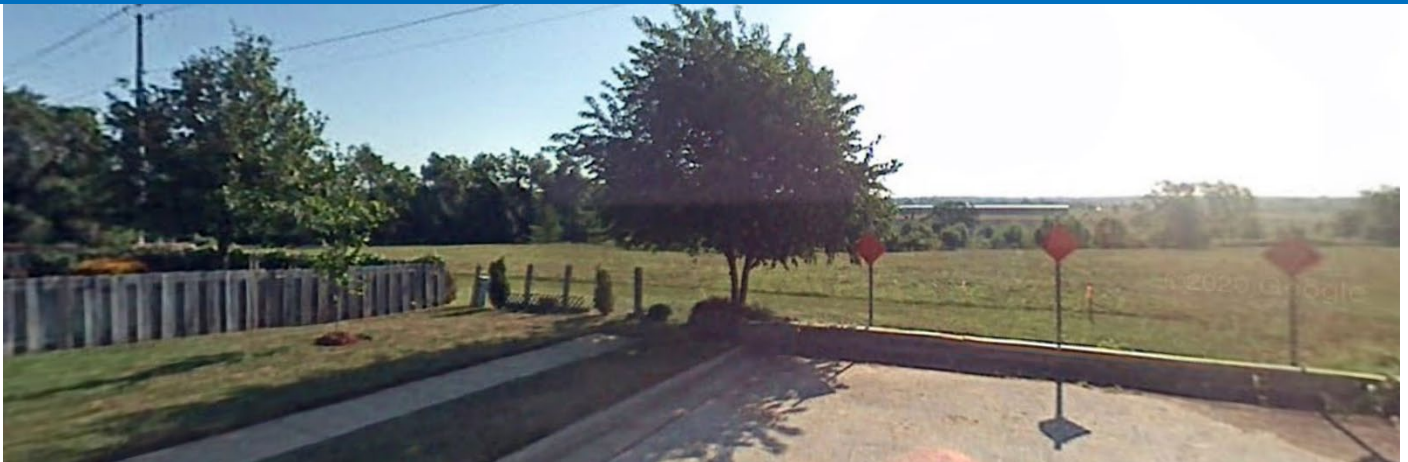
Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

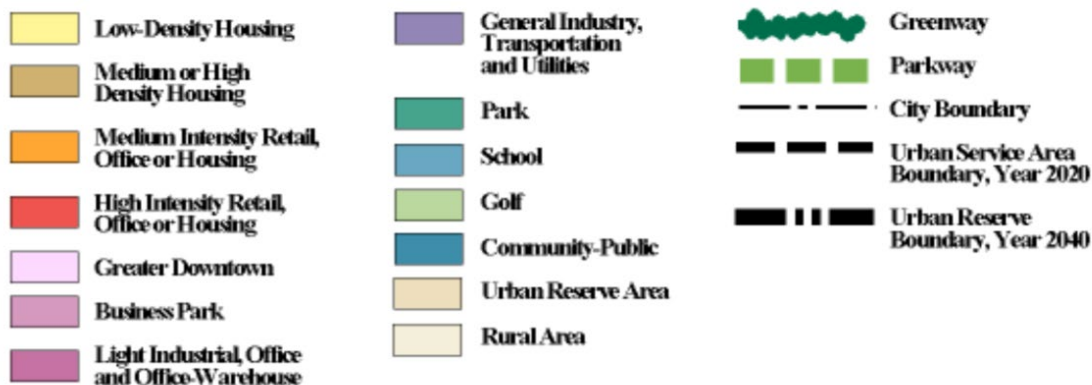
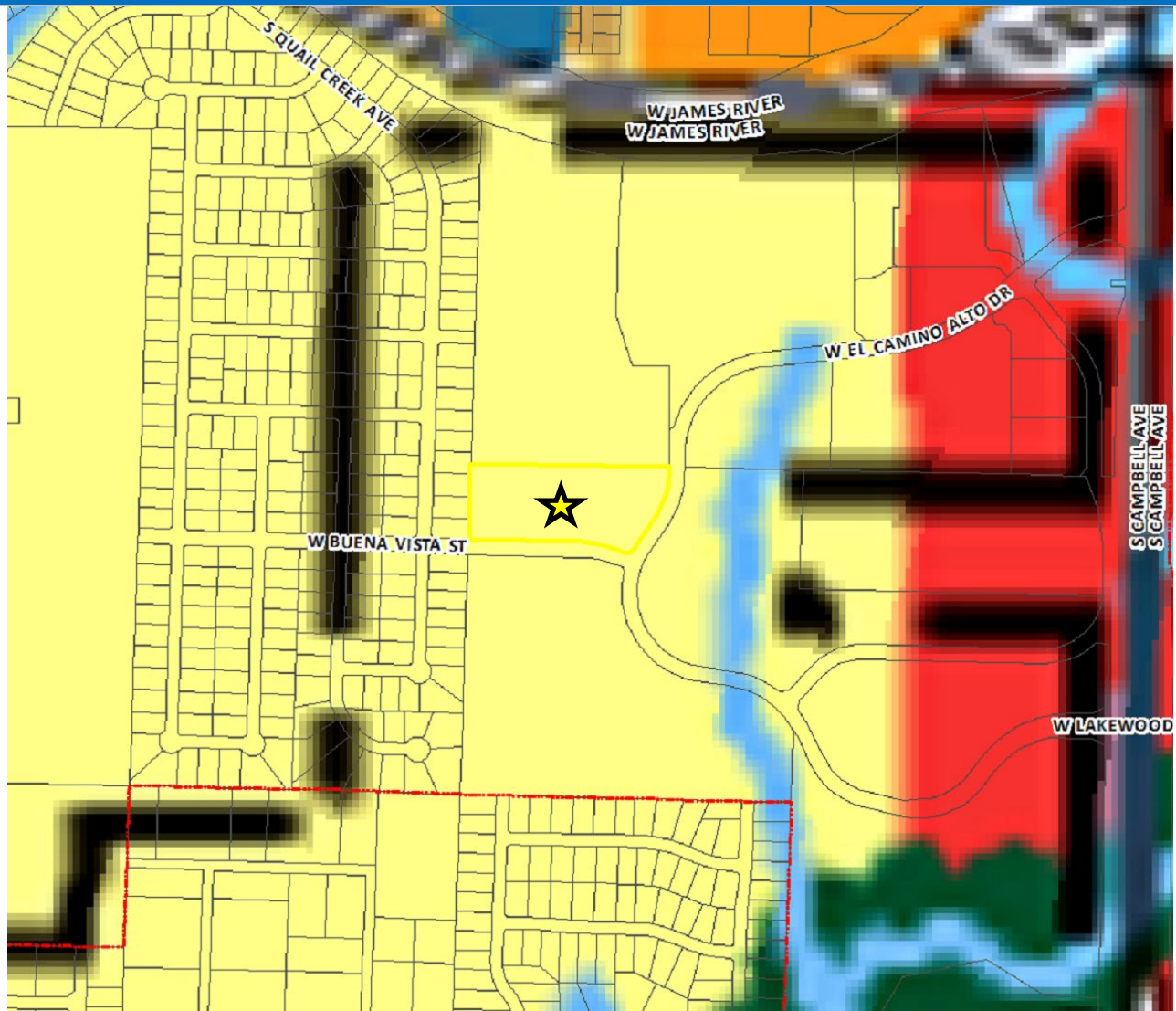


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

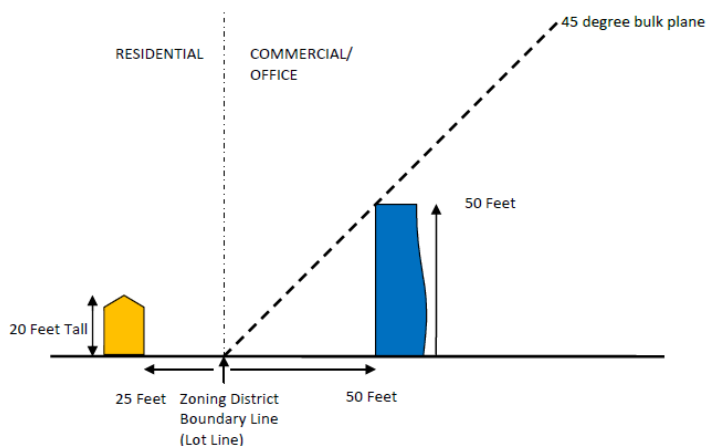
PROPERTY HISTORY:

The subject property is currently zoned O-1, Office District with COD #78 and has been since 2014. The subject property was final platted in 2020 and is Lot 3 of The Ridge at Ward Branch Phase 2 (the public improvements are in the process of being completed).

COMPATIBILITY WITH THE ZONING ORDINANCE:

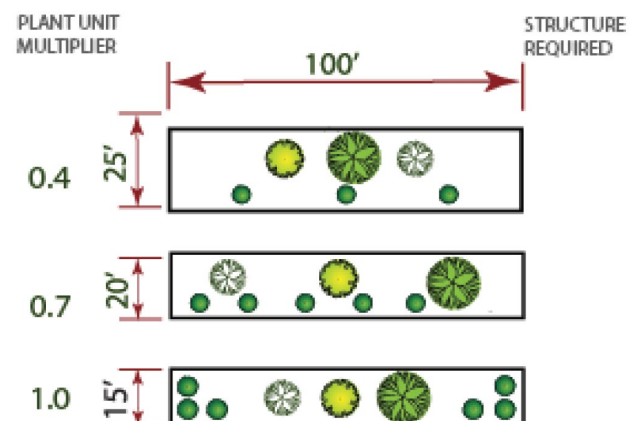
CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	(a) Single-family detached dwellings are not permitted unless they exist at the time the district is mapped.
Maximum Structure Height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade. - No portion of a multifamily dwelling shall be higher than allowed by a 45-degree bulk plane where the property adjoins an R-SF district. Any multifamily dwelling for which a building permit has been issued prior to July 1, 2009, that does not conform to the 45-degree bulk plane shall be considered conforming with regard to the 45-degree bulk plane.
Front Yard Setback	25 feet along a street classified as a collector or higher or 15 feet along a street classified as a local street
Side and Rear Setbacks	<i>Side yard:</i> Six feet or as required by Section 36-453, supplemental open space and yard regulations, provided that no side yard is required for any building that has a common wall on a lot line. <i>Rear yards:</i> Ten percent of the lot depth but may not be less than ten feet nor will more than 20 feet be required.
Open Space Requirement	20%
Design Requirements	Standard per code

BULK PLANE

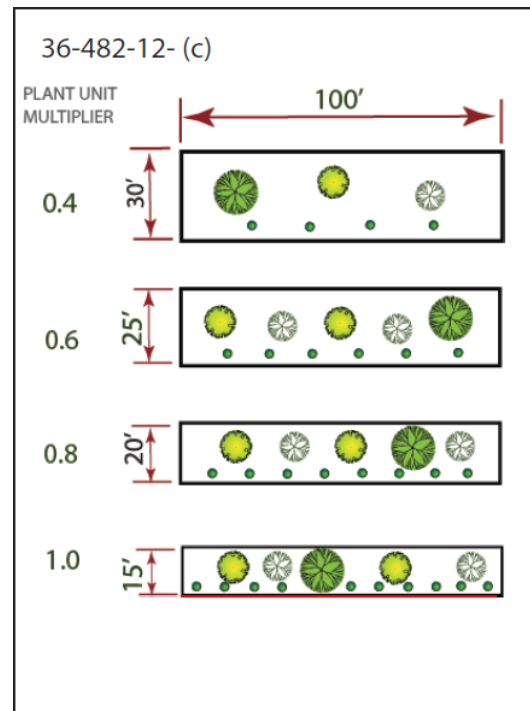


LANDSCAPING

Bufferyard Type B



Bufferyard Type C



COMPATIBILITY WITH COMPREHENSIVE PLAN:

This application is consistent with the *Growth Management and Land Use Element* of the *Comprehensive Plan*, which designates this property as appropriate for Low Density Housing; however, this area was rezoned to O-1, Office District with Conditional Overlay District No. 78 in 2014 as part of an intense commercial development plan.

The *Growth Management and Land Use Plan Element* of the *Comprehensive Plan* encourages compatibility with Single-Family Housing which includes:

1. Attached housing should be created as an attractive, compatible and acceptable alternative to conventional detached housing.
2. Attached housing should emulate single-family housing in its basic architectural elements -- pitched roofs, articulated facades, visible entrances, porches or balconies, and a maximum height of three to four stories. Attached housing should use the architectural "vocabulary" of single-family housing.
3. Attached housing should be built in small groupings so that it fits into the overall residential context rather than being sequestered into large project sites.
4. If a multifamily building or attached housing is developed near single-family detached housing, ensure that the width of the building facade facing the street is similar to that of a single-family house. Attached units should be grouped in rows of no more than four or six units to avoid a monolithic appearance.
5. Attached housing should be located in transitional spaces between commercial and single-family areas, at high-amenity locations along the Parkway and the Greenway Systems and overlooking parks.
6. Driveways and garages should be located to the rear of the lot or interior of the block. When garages cannot be located to the rear or on the interior of the block, they should be set back similar to the requirements for single-family housing. Porches and front steps should face the local street.
7. Encourage unity as well as diversity by specifying a common design vocabulary throughout the buildings, a clear pathway system and shared outdoor space that unifies and integrates the site.
8. Duplexes should be designed for visual compatibility with single-family housing, should be scattered among the neighborhood rather than concentrated, and may be used as a transitional building type near larger buildings and street intersections.

Neighborhood Protection: Springfield should work to protect residential neighborhoods from adverse impacts of proposed development and inappropriate land use changes. New development should be compatible with existing development in terms of scale, materials, rooflines setbacks and open space. Landscaped transitions should be used

Development Review Staff Report



between sharply differing types of land use. Excessive amounts of traffic, particularly commercial traffic, should not be allowed to pass through residential areas.

This area is located near the James River Freeway and Campbell Avenue (Emerging) Activity Center as designated 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 *Major Thoroughfare Plan* classifies W. El Camino Alto Drive and W. Bueno Vista Street as collector roadways.

STAFF COMMENTS:

1. The applicant is proposing to rezone approximately 5.4 acres of property from O-1, Office District with Conditional Overlay District No. 78 to R-LD, Low Density Multi-Family Residential District and establishing Conditional Overlay District No. 200. The applicant is proposing a new 55+ multi-family residential gated community similar to Tera Vera at Sunset and Jefferson.
2. The applicant is requesting a Conditional Overlay District that will limit the residential density to 11 dwelling units per acre or less. The 5.4 acres of property will allow the maximum development of 59 multi-family residential dwelling units. Since this will not exceed the 11 dwelling units per acre the development is not subject to our Multi-Family Development Location and Design Guidelines. This will limit the density comparable to the R-TH, Residential Townhouse District.
3. The Conditional Overlay District also includes restrictions on the height of buildings and additional buffering on the west property line. The applicant has responded to neighborhood concerns by restricting the height of buildings in the development to one story and increasing the landscape plantings within the bufferyard and requiring a six-foot-tall solid wood privacy fence along the west property line. They have also requested that their development on this property be restricted to only allow a gated 55+ community. Staff cannot require the private development to be gated or 55+ due to age discrimination laws.
4. The applicant has requested that the Conditional Overlay District does not contain any language regarding the gating of Bueno Vista Street since it is on public right-of-way and is not on their private property and thus is outside of their control. Staff agrees with this provision. The current COD for this property contains the following requirements:

The connection to Buena Vista Street shall be gated in conformance with the minimum standards set forth in Section 98-140 of the Springfield City Code and shall only be accessible by the Springfield Fire Department. Failure at any time to meet the requirements of Section 98-140 shall result in enforcement pursuant to Section 98-141. The gate on Buena Vista Street shall be removed when development occurs that connects Buena Vista Street to Kansas Avenue, to fulfill the intent of the Major Thoroughfare Plan.

5. Per the R-LD *Use Limitation* requirements, single-family detached dwellings are not permitted unless they exist at the time the district is mapped.
6. The *Major Thoroughfare Plan* classifies W. El Camino Alto Drive and W. Bueno Vista Street as collector roadways. The proposed rezoning will not increase the number of proposed trips generated along W. Camino Alto Drive and W. Bueno Vista Street beyond the previously approved Traffic Study and thus does not require a new Traffic Impact Study. All infrastructure improvements are currently under construction and will be completed for this development.
7. The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

Development Review Staff Report



The applicant held a neighborhood meeting on May 4, 2021, regarding the rezoning request. A summary of the meeting is attached (Attachment 3). Neighborhood correspondence by email and comment cards are also attached (Attachment 4).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 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.

Notices sent to property owners within 185 feet: Mailed: 6 Returned: 0

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Tract is served by public sewer or will be once accepted.

FIRE DEPARTMENT:

Installation of fire hydrants & fire access lanes per 2018 IFC.

DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. El Camino Alto Drive and W. Buena Vista Street as Collector Roadways. The standard right-of-way width for Collector Roadways is 30 feet from the centerline. It appears no additional right-of-way is needed along any of these streets. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. W. El Camino Alto Drive and W. Buena Vista Street are all city-maintained streets.

TRAFFIC COUNTS & ON-STREET PARKING

W. El Camino Alto Drive and W. Buena Vista Streets are all under construction, therefore, there are no traffic counts. On-street parking is not allowed along W. El Camino Alto Drive or W. Buena Vista Street.

DRIVEWAY ACCESS

There is no driveway access points onto the property from W. El Camino Alto Drive or W. Buena Vista Street. Access to this property will be allowed based on existing City of Springfield standards for a Collector Roadway.

SIDEWALK

The developer is constructing sidewalk along the property frontage with the construction of W. El Camino Alto Drive and W. Buena Vista Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

The Ward Branch Greenway is to the south of this development. There is one bus stop in front of the Library Center in this development. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

All infrastructure improvements are currently under construction and will be completed for this development.

Development Review Staff Report



TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. El Camino Alto Drive	Collector	No	30	30
Street 2	W. Buena Vista Drive	Collector	No	30	30
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		170	220	1200	
*Proposed Trips Generated		45	55	600	
Additional Trips Generated		-125	-165	-600	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Ward Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed due to proximity to the floodplain**. The property **is not in a stream buffer area**. This property is part of the larger site master plan in which water quality was provided.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL OVERLAY DISTRICT PROVISIONS

The requirements of Section 36-382., Low-density multifamily residential district of the Land Development Codes shall be modified as set forth herein for development within this district and the rezoning contemplated by this Ordinance shall not be effective until the occurrence of the following conditions:

1. The proposed multi-family development shall have a maximum residential density of 11 dwelling units per acre for a total 59 units on the subject property.
2. A type C bufferyard, following Section 36-482., Landscaping and bufferyards, of the Zoning Ordinance will be placed on the west property line with a six foot solid wood privacy fence.
3. The dwelling units shall not exceed one story in height. No other accessory building shall exceed one story or 35 ft. in height above the finished grade.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: O-1 to R-LD
(existing zoning) (proposed zoning)
2. Meeting Date & Time: 4/23/2021; 4-6:30 pm
3. Meeting Location: Lee Engineering & Associates, LLC
4. Number of invitations that were sent: 50
5. How the mailing list was generated: City of Springfield
6. Number of neighbors in attendance (attach a sign-in sheet): 42
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

See attached.

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

See attached.

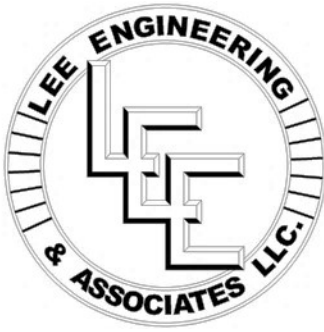
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 4/23/2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Martha Middleton

Signature of person completing affidavit

Martha Middleton

Printed name of person completing affidavit



LEE ENGINEERING AND ASSOCIATES, L.L.C.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DRIVE., SUITE D200, SPRINGFIELD, MO 65804
TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

May 17, 2021

City of Springfield Planning and Zoning
Attn: Michael Sparlin
840 N. Boonville Avenue
Springfield, MO 65802

Re: The Ridge Lot 3
Neighborhood comments and responses by developer

Below are comments from the neighborhood with Lee Engineering's responses in blue.

- 1) Comments were received about the gated fire access that is currently being installed on Buena Vista Street. This comment was received more than any other comment.**

The proposed development on Lot 3 is not responsible for the gate on Buena Vista Street. The current gate is being installed by others on City of Springfield right of way. The City of Springfield has provided the language below regarding the gate on Buena Vista from other zoning cases. Any comments regarding the gate should be directed to the City of Springfield as this development has no authority to change any of the language below.

The connection to Buena Vista Street shall be gated in conformance with the minimum standards set forth in *Section 98-140* of the *Springfield City Code* and shall only be accessible by Springfield Fire Department. Failure at any time to meet the requirements of *Section 98-140* shall result in enforcement pursuant to *Section 98-141*. The gate on Buena Vista Street shall be removed when development occurs that connects Buena Vista Street to Kansas Avenue, to fulfill the intent of the *Major Thoroughfare Plan*.

- 2) Comments were received requesting a fence and trees along the west property line**

A conditional overlay district has been added to require a 6' wood privacy fence along the west side of the development. The proposed zoning has added to the landscape requirements. The proposed development would now have one canopy tree, two understory trees, two evergreen trees and 10 shrubs per 100 linear feet.

To give residential development context, a typical low density residential apartment complex with 18 units per acre would require one canopy tree, one understory tree, one evergreen tree, and 6 shrubs per 100 linear feet. No fence would be required.

To give office development context, fences are not required in buffer yards between office and single-family residential development. The trees and shrubs would be the same as what would be required by the existing office zoning.

- 3) Comments were received about codifying the maximum number of units, requiring a gated community, one story residential structures for people aged 55 years old at a minimum.**

Requirements have been added to the conditional overlay district to codify a maximum 11 units per acre, one story residential structures, and a gated community for people aged 55 years old at a minimum.

Neighborhood Meeting Notice

Date of Letter:

4/23/2021

DEAR PROPERTY OWNER,

You have received a notice of a "Neighborhood Meeting" since all development applications involving an advertised public hearing require that a developer hold a neighborhood meeting and invite the property owners within 500 feet of the property and the officers of any neighborhood associations on file with the City of Springfield.

The applicant or representative below has filed an application with the City of Springfield for a change in land use, zoning or street vacation in your neighborhood.

APPLICANT CONTACT INFORMATION

Applicant/Representative Name: Lee Engineering & Associates, LLC

Address: 1200 E. Woodhurst Dr., Suite D200

City, State and Zip: Springfield, MO 65804

Phone Number: (417) 886-9100

E-mail: dlee@leeengineering.biz

PROJECT LOCATION:

The Ridge at Ward Branch, at W. El Camino Alto Dr.

PROPOSED CHANGES:

Provide details of the existing zoning and proposed zoning (planned development, conditional use permit, conditional overlay district or vacation of roadways).

The current zoning is O-1, the proposed zoning is R-LD with a conditional overlay district to reduce the number of units to 11 per acre.

The intent is to allow a residential development with one-story residential structures in a gated community. The development will be similar to Tera Vera (located at Sunset and Jefferson).

PUBLIC NEIGHBORHOOD MEETING

Date of Meeting: 5/4/2021

Location of Meeting: Lee Engineering & Associates, LLC
1200 E. Woodhurst Dr., Suite D200, Springfield, MO 65804

Time of Meeting: ● 4:00pm to 6:30pm

We look forward to seeing you at this meeting! Thank You!

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

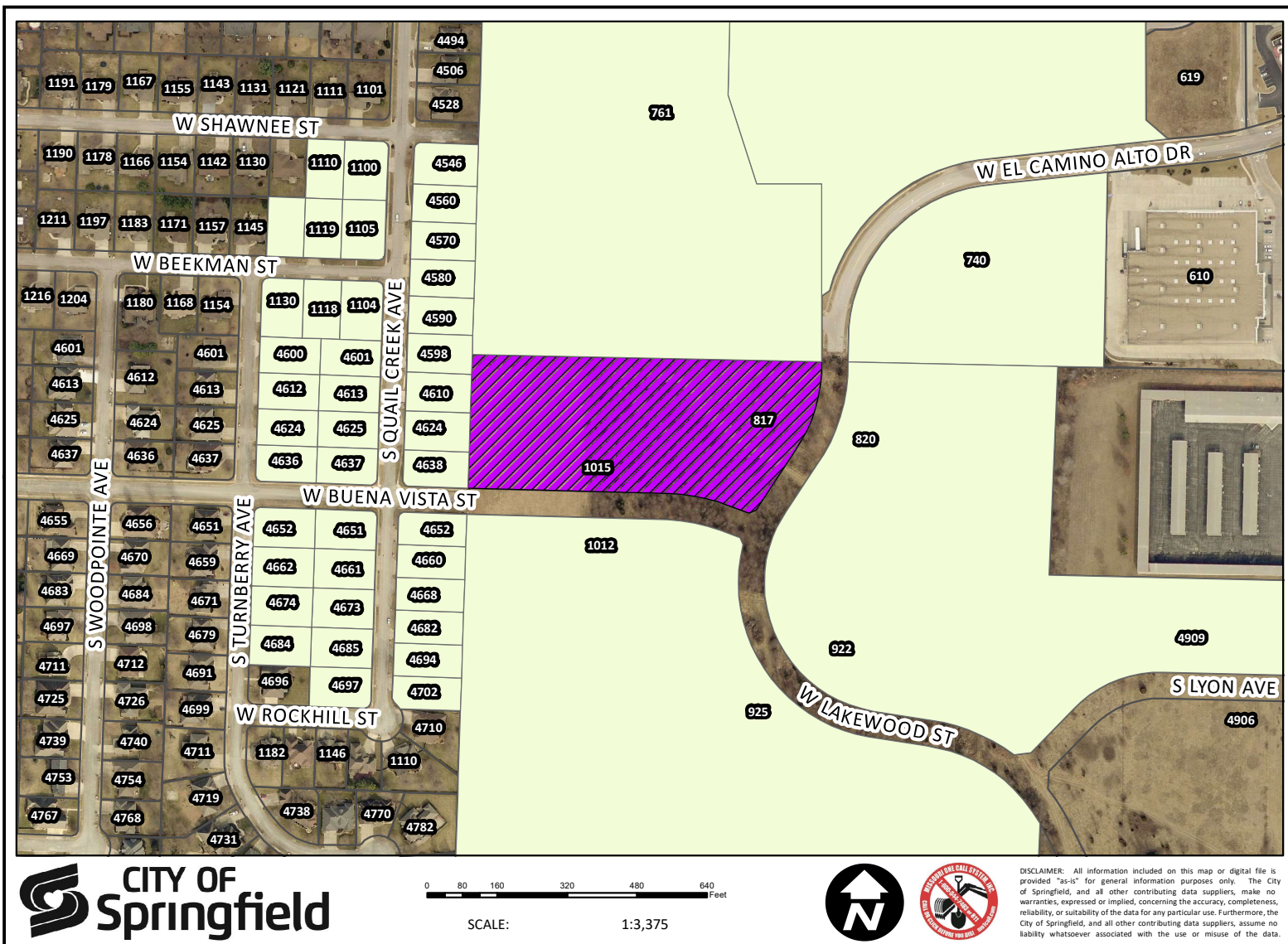
Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:		Telephone No.	
YOUR NAME:			
YOUR ADDRESS:			
PROJECT ADDRESS:			
COMMENTS:			

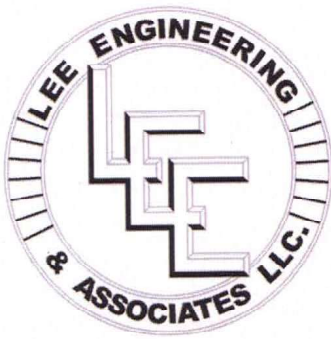
500'



SCALE: 1:3,375

OWN1	OWN_ADDR	CITYNAME	STATECODE	ZIP1
ANDERSON, STEPHEN R	1119 W BEEKMAN ST	SPRINGFIELD	MO	65810
BANNERMAN, HOWARD	4673 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BARBER, RONALD J	1105 W BEEKMAN ST	SPRINGFIELD	MO	65810
BLACKWELL, JAMES L	4601 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BROOKS, ROBERT	4682 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
BURLISON, DANNY L	1130 W BEEKMAN ST	SPRINGFIELD	MO	65810
CASSITY, JULIE E	4598 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
COBB, DAVID E	4651 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	745 W EL CAMINO ALTO DR	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1110 W SHAWNEE ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4590 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	4702 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	820 W EL CAMINO ALTO ST	SPRINGFIELD	MO	65810
CURRENT RESIDENT/BUSINESS OWNER	1012 W BUENA VISTA ST	SPRINGFIELD	MO	65810
DAILEY, MICHAEL J	4660 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
DETRICK, LOIS W	4570 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
GILBERT, PEGGY SUE TRUST	4652 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
GLADMAN, KENNETH O	4684 S TURNBERRY AVE	SPRINGFIELD	MO	65810
HOYT, WILLIS HADLEY IV	4624 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
HUTCHISON, JOHN M	4610 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
INMON, DAVID LEE	4694 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
JAMES RIVER COMMONS COMMUNITY	PO BOX 1017	COLUMBIA	MO	65205
KASTLER, WILLIAM P & JOYCE A TRUST	1131 W BEEKMAN ST	SPRINGFIELD	MO	65810
LEE, ROBERT CORWIN JR ETAL TR	4625 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
LEE, ROBERT E IV	4624 S TURNBERRY AVE	SPRINGFIELD	MO	65810
LIGHTLE, RONALD L	4674 S TURNBERRY AVE	SPRINGFIELD	MO	65810
MACLACHLAN, WILLIAM GALE TRUST	4668 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
MATHERS, DWANE W	4638 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
MCCOY, GERALD R	1104 W BEEKMAN ST	SPRINGFIELD	MO	65810
MERRITT, CHARLES E JR	4697 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
PARSONS, SAMUEL E & LAURA TRUST	1118 W BEEKMAN ST	SPRINGFIELD	MO	65810
PATTERSON, JOHN D	1100 W SHAWNEE ST	SPRINGFIELD	MO	65810
PEARSON, JAMES R II	4560 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
PECK, DAVID K	4685 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
PENN, ARTHUR D	4662 S TURNBERRY AVE	SPRINGFIELD	MO	65810
PHILLABAUM, SANDRA	4652 S TURNBERRY AVE	SPRINGFIELD	MO	65810
QUAIL CREEK VII LLC	5051 S NATIONAL AVE	SPRINGFIELD	MO	65810
QUINBY, JOHN R JR	3302 WINGED FOOT DR	NIXA	MO	65714
RAIDER, PHILLIP F TR	4613 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
REDDING, JACK	4600 S TURNBERRY AVE	SPRINGFIELD	MO	65810
RN FAMILY HOME PLACE FOUNDATION	4637 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
RW DEVELOPMENTS LLC ET AL	1414 E PRIMROSE ST	SPRINGFIELD	MO	65804
SAMS, REAL EST BUSINESS TRUST	2001 SE 10TH ST	BENTONVILLE	AR	72712
SHIRATO, VIRGINIA M TR	2054 E RICHMOND ST	SPRINGFIELD	MO	65804
SMITTLE, BETTIE L TR	4612 S TURNBERRY AVE	SPRINGFIELD	MO	65810
STAINBROOK, DON J	4636 S TURNBERRY AVE	SPRINGFIELD	MO	65810

STEVENS, MARK	1129 HUMMINGBIRD LN	NIXA	MO	65714
STORMZAND, SCOTT	4546 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
UMBARGER, RICHARD ETAL TR	4661 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810
WINGERT, ERNIE	4580 S QUAIL CREEK AVE	SPRINGFIELD	MO	65810



LEE ENGINEERING AND ASSOCIATES, L.L.C.

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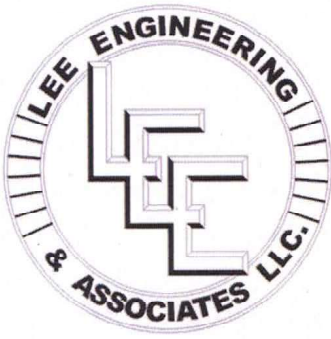
SIGN IN SHEET

Neighborhood Meeting

Tuesday, May 4, 2021

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
 Springfield, Missouri

NAME	ADDRESS	PHONE
Dwaine MATTER	4638 S Quail Creek	417 414-3424
Danny & Linda Bortman	1130 W. Beekman	417-849-4445
Jean Killingsworth	4306 S. Quail Creek	417-224-2669
Bob Scott	4710 S Quail Creek	" 823-8332
Carol Scott	" " "	" 823-8332
Gynthia Redding	4600 S. Turnberry	417-883-6307
Jack Redding	" "	"
Donna DeHaven	1115 W Murray Dr	417-889-0783
Donna DeHaven	1131 W. MURRAY DR	417-619-3304
David Bixler	4847 S. Bucksumma Ln	417 839-4254
MAGGIE WILCOX	4756 S. TURNBERRY AVE	417-880-1953
Robert Brooks	4682 S. Quail Creek	618-578-9933
Shelby Hamilton	4823 S Buckingham	417-849-6290
Steven Hamilton	" "	" "
Julie Bixler	4847 S. Buckingham Ln	417 872-5962
Erin Dock	4890 S. Wellington Dr	417 839-1269
Time Grace Bertholdi	1110 W. Rockhill	417 848-1266
PATTI HUDGINS	1126 W CARDINAL	417 839-3955
David Hall	4470 S. Quail Creek	417-839-2091
Daryl Bremner	4806 S. Wellington St.	417-988-3824
Melissa Bakke	" "	" "
John D Barber	4656 S. Woodpointe	417-889-2304
MARY BARBER	" " " "	" " " "



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SIGN IN SHEET

Neighborhood Meeting

Tuesday, May 4, 2021

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
 Springfield, Missouri

NAME	ADDRESS	PHONE	
David E. Cobb	4651 S. Quail Creek	417 450-0099	72 X
JODY MALAM	916 W. SHERWOOD	417-425-3943	X
Scott Richardson	875 W SHERWOOD	417-224-5024	X
Sheri McCall	821 W Sherwood	417-343-7622	X
Robert Erickson	795 W. Kingsway	417-766-7896	X
Lois Detrick	4570 S Quail Creek	417-818-8267	X
MIKE DAILEY	4660 S. QUAIL CREEK	417 882-2123	X
Adam Coats	4818 S Wellington Dr	816 385 3330	X
Levi Wilson	4980 S. Buckingham	417-425-5779	X
JEFF FIERKE	818 W SHERWOOD	417-982-1580	X
Connie Paschal	898 W Sherwood	(817) 564-3452	X
Tom Rolfe	805 W. Sherwood Dr.	417-766-9027	X
Phil Rader	4613 S. Quail Creek Ave	417-766-3196	
RAY + JACKIE BAILIFF	850 W BROOKSHIRE	417 882-0898	
Willis Hays	4624 S Quail Creek	443 691 9126	

Attachment 4

From: [Rebecca Lang](#)
To: Zoning@springfieldmo.gov
Cc: [Becky Lang](#); [Clarence Lang](#)
Subject: The Ridge at Ward Branch, at W. Buena Vista ST
Date: Saturday, May 1, 2021 1:29:04 PM

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

We (Clarence and Rebecca Lang-4836 S Bohn Dr) received the notice of a pending hearing May 4, 2021 at 4:00pm.

We will be out of town on this day and as such, we are submitting our concerns in writing.

We live at 4836 S Bohn Dr Springfield MO 65810. We lease the retention ditch property to Quail Creek which is where some of their run off water flows through on out to the Ward Branch.

Our number one concern is water run off from this gated community development.

We wanted to get a confirmation that there would be NO run off water funneled to this retention ditch area. This retention ditch fills up on heavy rains now and could not hold any additional run off water.

Can you please advise if our assumption is correct " that there will NOT be any run off water directed into this retention ditch area".

Thank you in advance for you addressing this question.

Sincerely,

Clarence and Becky Lang
417-894-0121

From: willis_hoyt
To: dlee@leeengineering.biz; Zoning@springfieldmo.gov; jemalynn2000@yahoo.com; john@hankinsonline.com; [A Clark!](#)
Subject: The Ridge at Ward Branch proposed rezoning from O-1 to R-LD
Date: Sunday, May 2, 2021 1:28:56 PM

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

To: Bob Hosmer and Lee Engineering

Bottom Line Up Front- The site needs to;

- 1- have a barrier fence, and a strip of tall evergreen trees between the Ridge development and the homes on S Quail Creek Avenue.
2. remain gated where it joins the SQCA neighborhood at Buena Vista, allowing emergency responder access only.
3. The rezoning to R-LD needs to explicitly codify the maximum number of units remains 11 or less per acre, AND that it remains a gated community of one story residential structures for people aged 55 years old at minimum.

As the resident and co-owner of 4624 S Quail Creek Avenue, I've tolerated the development of "The Ridge" since the pandemic started, without any communication to warn me when there are planned foundation shaking blasts, or a huge dirt berm is going to be built or moved just behind our homes. I understood the proposed development could not be fully planned when the area was rezoned from low density single occupancy to the current O-1 status, but I don't trust the developer to consider the tort damage to my neighbors and myself. I am still bothered that the original proposed buffer zone was reduced to 5 feet when The Ridge was rezoned to O-1. While a development that's just like Tera Vera on Sunset Avenue would be acceptable, I don't want the developer to have the option to build something worse than promised. And the developer needs to realize that a high quality privacy barrier would also help with filling his or her units. I understand The Ridge doesn't need to be "neighborly", but given the demonstrated lack of communication for the past year and earlier, I insist that the City of Springfield takes some action to specify how further development proceeds, to protect the property values of my and my neighbors' homes.

Sincerely,
Dr. Willis H Hoyt (and Dr Autumn Clark)
cell 443 691 9126

DEVELOPMENT REVIEW NOTICE/COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500 feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notification by mail to the property owners within 185 feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500 feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185 feet notification from subject property)
4. 1st City Council Public Hearing (185 feet notification from subject property)
5. 2nd City Council Meeting to decide either to approve or to deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions at 417-864-1611.

Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	4/28/21	Telephone No.	417-353-5131
YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointe Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch - W. El Camino Alto Dr.		
COMMENTS:	Bob - I talked with you on the phone regarding the FIRE GATE that is suppose to be installed at the Buena Vista Street entrance into the Quail Creek Subdivision. We are not opposed to the zoning change but just want to ^{make sure the} developers are aware of the FIRE GATE.		
Thanks.			
John Barber - President, Quail Creek POA			

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840 Boonville Avenue
Springfield, Missouri 65801

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YOUR NAME:	John Barber		
YOUR ADDRESS:	4656 S. Woodpointz Ave, Springfield, MO 65810		
PROJECT ADDRESS:	The Ridge at Ward Branch @ W. Buena Vista St.		
COMMENTS:	I'm president of the Quail Creek POA and talked with you recently regarding the FIRE GATE that is to be installed at the Buena Vista entrance into our Quail Creek neighborhood. We do NOT oppose the rezoning but want to make sure the developers are aware of the FIRE GATE requirement.		

Thanks.

John Barber

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611

Application for Zoning Map Amendment & Planned Developments

*Fees are non-refundable

From: [Patti Hudgins](#)
To: Zoning@springfieldmo.gov
Subject: The Ridge at Ward Creek Rezoning
Date: Wednesday, May 5, 2021 9:22:38 AM

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

Project Location: The Ridge at Ward Creek at W. El Camino Alto Drive

I oppose the rezoning proposed at The Ridge at Ward Branch unless the fire gate across West Buena Vista Street is a permanent, forever, fixture. (The fire gate is part of the major plan at the present time.) The traffic that would potentially come from the proposed, densely populated, gated communities would be considerable. I would not want that amount of traffic through the Quail Creek subdivision. The streets in Quail Creek are not wide enough to be used as a thoroughfare. Access to Republic Road could be a potential route for these new occupants so they could avoid the massive amount of congestion on Campbell Street at the James River Freeway. Please do not allow the rezoning.

Loye and Patti Hudgins
1126 W. Cardinal Street (our driveway opens to Quail Creek Avenue)
Springfield, MO 65810
417 833-2111

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Bob Hosmer, AICP Planning Manager
City of Springfield Development Review Office
840 Boonville Avenue
Springfield, Missouri 65801

Comment Card: Mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	05-05-2021	Telephone No.	417-616-0587
YOUR NAME:	Jim Schmidt - Associate Director - Springfield Greene Library		
YOUR ADDRESS:	4653 S Campbell Avenue, Springfield, 65810		
PROJECT ADDRESS:	The Ridge @ Ward Branch, E W Buena Vista St		
COMMENTS:			
A residential, planned development will be a good fit for the neighborhood. Retail will benefit due to proximity (Library included) and residential housing nearby will have compatible neighbors.			

Derek Lee

From: willis hoyt <willishoyt@gmail.com>
Sent: Sunday, May 2, 2021 1:29 PM
To: Derek Lee; zoning@springfieldmo.gov; jemalynn2000@yahoo.com; john@hankinsonline.com; A Clark!
Subject: The Ridge at Ward Branch proposed rezoning from O-1 to R-LD

To: Bob Hosmer and Lee Engineering

Bottom Line Up Front- The site needs to;

- 1- have a barrier fence, and a strip of tall evergreen trees between the Ridge development and the homes on S Quail Creek Avenue.
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3. The rezoning to R-LD needs to explicitly codify the maximum number of units remains 11 or less per acre, AND that it remains a gated community of one story residential structures for people aged 55 years old at minimum.

As the resident and co-owner of 4624 S Quail Creek Avenue, I've tolerated the development of "The Ridge" since the pandemic started, without any communication to warn me when there are planned foundation shaking blasts, or a huge dirt berm is going to be built or moved just behind our homes. I understood the proposed development could not be fully planned when the area was rezoned from low density single occupancy to the current O-1 status, but I don't trust the developer to consider the tort damage to my neighbors and myself. I am still bothered that the original proposed buffer zone was reduced to 5 feet when The Ridge was rezoned to O-1. While a development that's just like Tera Vera on Sunset Avenue would be acceptable, I don't want the developer to have the option to build something worse than promised. And the developer needs to realize that a high quality privacy barrier would also help with filling his or her units. I understand The Ridge doesn't need to be "neighborly", but given the demonstrated lack of communication for the past year and earlier, I insist that the City of Springfield takes some action to specify how further development proceeds, to protect the property values of my and my neighbors' homes.

Sincerely,
Dr. Willis H Hoyt (and Dr Autumn Clark)
cell 443 691 9126

Phone calls:

John Hutchison
4610 Quail Creek
417-234-0339

He backs up to the R-LD zoning

Asked about the project in general – I answered the development would be similar to Tera Vera

In general, he said that it seemed good

One-rdg. _____
P. Hrngs. X
Pgs. 15
Filed: 06-22-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-164

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, 'Official zoning
2 map and rules for interpretation,' by rezoning approximately 0.2 acres of
3 property generally located at 1132 West Division Street from HC, Highway
4 Commercial District, to R-TH, Residential Townhouse; and adopting an
5 updated Official Zoning Map. (Staff and Planning and Zoning Commission
6 both recommend approval.)
7 _____
8

9 WHEREAS, an application has been filed for a zoning change of the property
10 generally located at 1132 West Division Street, and more fully described in "Exhibit A,"
11 from HC, Highway Commercial District, to R-TH, Residential Townhouse; and
12

13 WHEREAS, following proper notice, a public hearing was held before the
14 Planning and Zoning Commission on June 3, 2021, a copy of the Record of
15 Proceedings from said public hearing being attached hereto and incorporated herein by
16 this reference as "Exhibit B," and said Commission made its recommendation; and
17

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

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

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

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

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

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

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

45
46 Passed at meeting: _____

47
48 _____
49 Mayor

50
51 Attest: _____, City Clerk

52
53 Filed as Ordinance: _____

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

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

EXPLANATION TO COUNCIL BILL 2021 - 164

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District to R-TH, Residential Townhouse. (Staff and Planning and Zoning Commission both recommend approval.)

BACKGROUND INFORMATION:

ZONING CASE NUMBER Z-13-2021

The applicant is requesting to rezone approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District to R-TH, Residential Townhouse. The applicant intends to develop a duplex.

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for low-density housing. This category includes single-family housing at up to 6 housing units per net acre, home occupations specified in the zoning ordinance and, as an optional element, small neighborhood-oriented retail or service business carefully located and screened at certain intersections.

The HC district is considered a more intense commercial district than the proposed R-TH district. This application is more consistent with the recommendations of the *Growth Management and Land Use Element* of the *Comprehensive Plan* which recommend this area this appropriate for low-density housing.

The subject property is located within a block that has residential land use and has not developed into commercial land uses which is allowed by the current HC zoning. The proposed R-TH district is consistent with the existing land uses in this area which are predominately residential.

REMARKS:

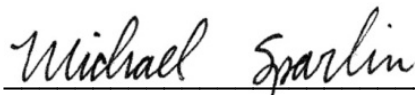
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The HC district is considered a more intense commercial district than the proposed R-TH district. This application is more consistent with the recommendations of the *Growth Management and Land Use Element* of the *Comprehensive Plan* which recommend this area this appropriate for low-density housing.
2. Approval of this application will allow for reinvestment of this property and promote infill development where investments have already been made in public services and infrastructure.
3. The subject property is located within a block that has residential land use and has not developed into commercial land uses which is allowed by the current HC zoning. The proposed R-TH district is consistent with the existing land uses in this area which are predominately residential.

Submitted by:



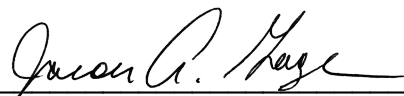
Michael Sparlin, Senior Planner

Recommended by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, 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-13-2021

All of lot seven (7), block two (2), Englewood Addition, to the City of Springfield, Greene County, MO.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-13-2021 & CONDITIONAL OVERLAY DISTRICT NO. 194
Planning and Zoning Commission – June 3, 2021**

Z-13-2021

1132 West Division Street

Applicant: N&K Investments, LLC

Mr. Hosmer states that this is a request to rezone approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District to R-TH, Residential Townhouse. The Comprehensive Plan identifies the property as Low Density Housing; however, this area was rezoned to HC, Highway Commercial in 1995. R-TH is recommended land use. The Transportation Plan classifies Division Street as a primary arterial and Commercial Street as a collector. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The current HC commercial district has more intense land uses than the proposed R-TH district. The predominate land use in this area is residential. Staff recommends approval.

Mr. Coltrin asked about Highway Commercial.

Mr. Bob Hosmer was either a direct translation from 1995 or what we thought might have panned out, but never materialized.

Mr. Doennig opened the public hearing.

Mr. Joseph Janowski, 1468 N. Opportunity Avenue, here to answer any questions and representing the developer.

Mr. Coltin asked if he knew was going to be constructed.

Mr. Janowski noted that it was a previous 417 property and purchased as a package and is a duplex.

Mr. Colony asked if they property needs to be zoned properly.

Mr. Janowski stated that it just needs to be zoned properly.

Mr. Robert Hill, 5636 E. Catalpa asked about the foot traffic behind the property and believes it will be a problem and the density of the area.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Z-13-2021 (1132 West Division Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

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

Bob Hosmer, AICP
Planning Manager

Exhibit C

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

JUNE 3, 2021

June 28, 2021

CASE: Z-13-2021

ACRES: Approximately 0.2 acres

LOCATION: 1132 West Division Street

EXISTING LAND USE: Single-family house

APPLICANT: N & K Investments LLC

STAFF: Michael Sparlin, Senior Planner
 417-864-1091

STAFF RECOMMENDATIONS:
 Approve

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

Request to rezone approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District to R-TH, Residential Townhouse.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The HC district is considered a more intense commercial district than the proposed R-TH district. This application is more consistent with the recommendations of the *Growth Management and Land Use Element* of the *Comprehensive Plan* which recommend this area this appropriate for low-density housing.
2. Approval of this application will allow for reinvestment of this property and promote infill development where investments have already been made in public services and infrastructure.
3. The subject property is located within a block that has residential land use and has not developed into commercial land uses which is allowed by the current HC zoning. The proposed R-TH district is consistent with the existing land uses in this area which are predominately residential.

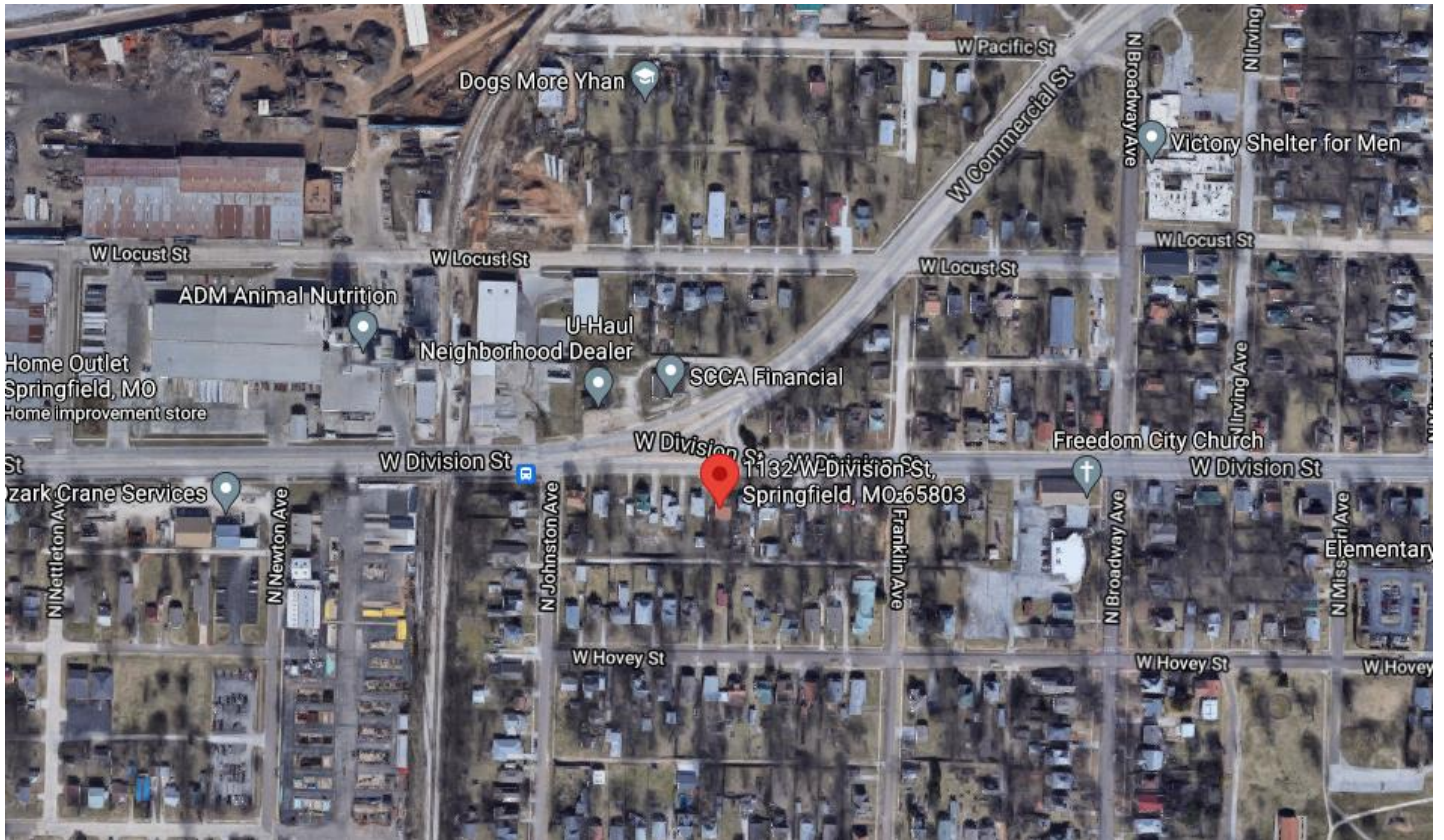
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	Street Right-of-way, HC	R-SF	HC	HC
LAND USE	Street right-of-way	Single-family dwelling	Single-family dwelling	Single-family dwelling

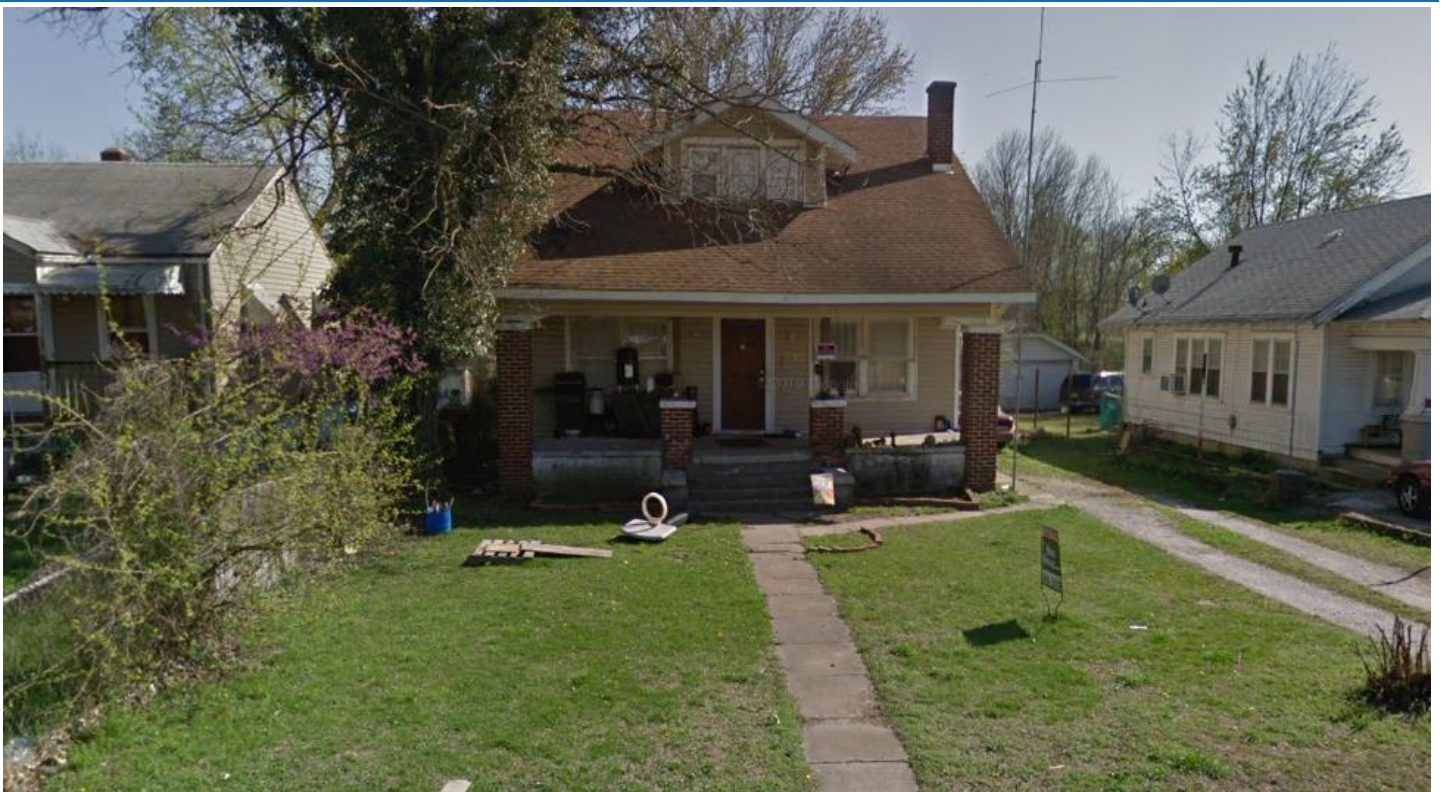
Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



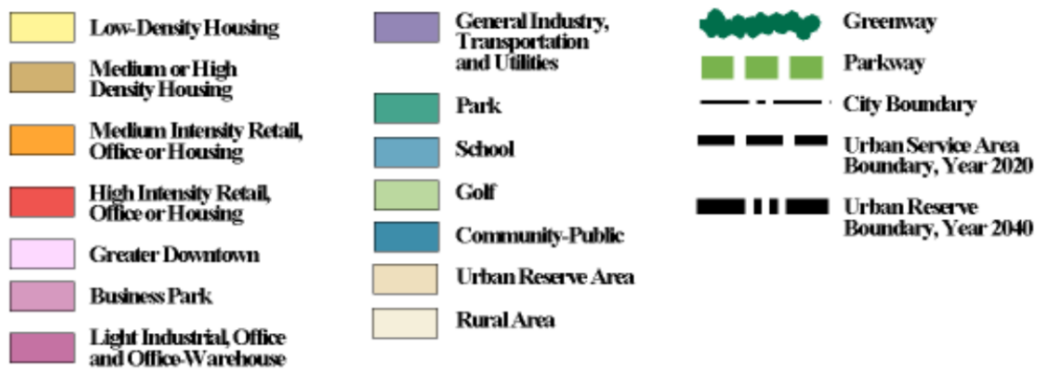
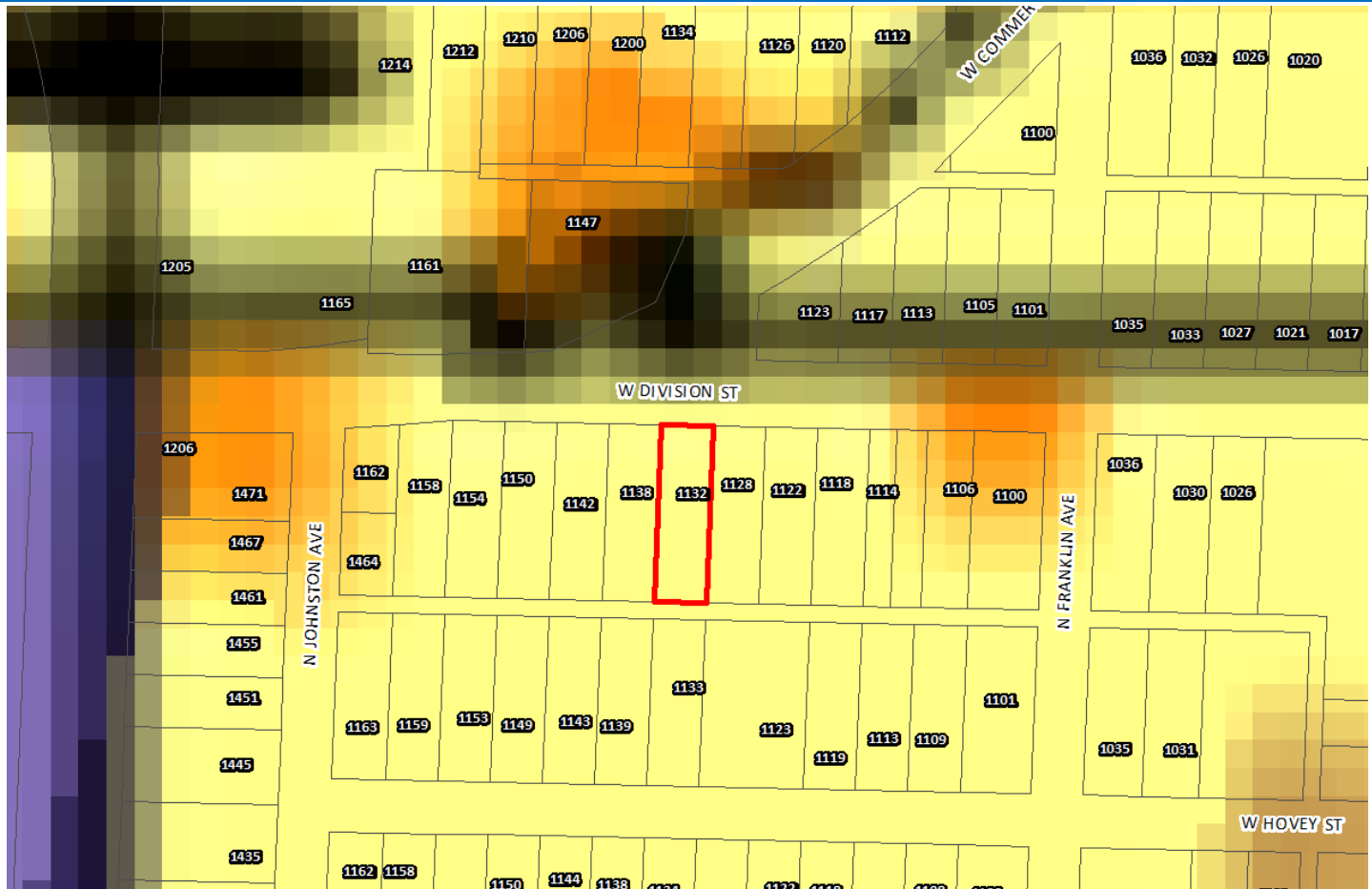
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property has been zoned HC since the citywide remapping in 1995.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-367. – Amendments

(7) Findings by the commission.

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

ZONING ORDINANCE OR CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-TH
Use Limitations	(a) There shall be a separate platted lot of record for each single-family semi-detached or townhouse dwelling unit. (b) All uses shall operate in accordance with the noise standards contained in section 36-485, noise standards. (c) No use shall emit an odor that creates a nuisance as determined by chapter 2A, article X, Springfield City Code.
Maximum Structure Height	1. When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. 2. When side yards are 15 feet in width or greater: 45 feet or three stories above the finished grade.
Minimum open space requirements	20
Bulk plane	None
Bufferyard and landscaping	A bufferyard type “(B)” when permitted nonresidential use locates adjacent to residential use or vacant land except park property and community gardens.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for low-density housing. This category includes single-family housing at up to 6 housing units per net acre, home occupations specified in the zoning ordinance and, as an optional element, small neighborhood-oriented retail or service business carefully located and screened at certain intersections.

The Major Throughfare Plan classifies Division Street as a Primary Arterial and Commercial Street as a Collector roadway.

STAFF COMMENTS:

- 1) The applicant is requesting to rezone approximately 0.2 acres of property generally located at 1132 West Division Street from HC, Highway Commercial District to R-TH, Residential Townhouse. The applicant intends to develop a duplex.

Development Review Staff Report



- 2) The *Growth Management and Land Use Element* of the *Comprehensive Plan* designates this property as appropriate for low-density housing. This category includes single-family housing at up to 6 housing units per net acre, home occupations specified in the zoning ordinance and, as an optional element, small neighborhood-oriented retail or service business carefully located and screened at certain intersections.
- 3) The HC district is considered a more intense commercial district than the proposed R-TH district. This application is more consistent with the recommendations of the *Growth Management and Land Use Element* of the *Comprehensive Plan* which recommend this area this appropriate for low-density housing.
- 4) The subject property is located within a block that has residential land use and has not developed into commercial land uses which is allowed by the current HC zoning. The proposed R-TH district is consistent with the existing land uses in this area which are predominately residential.
- 5) The R-TH district is intended to accommodate a variety of housing types, including single-family detached, single-family semi-detached, duplex, and townhouse dwellings, at low to moderate residential densities (approximately 11 units per acre). This district is also intended to function as a transition between the less intense single-family district and more intense multifamily districts.
- 6) Approval of this application will allow for reinvestment of this property and promote infill development where investments have already been made in public services and infrastructure.
- 7) The proposed rezoning was reviewed by City departments and comments are contained in Attachment 1.

NEIGHORHOOD MEETING:

The applicant held a neighborhood meeting on May 13, 2021 regarding the rezoning request. A summary of the meeting is attached (Attachment 2)

PUBLIC NOTIFICATIONS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 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.

Notices sent to property owners within 185 feet:

Mailed: 17

Returned: 0

DEPARTMENT COMMENTS:

ATTACHMENT 1

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments.

CITY UTILITIES:

No issues with the proposed rezoning

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to rezoning. Tract has access to public sewer.

FIRE DEPARTMENT:

No issues with zoning.

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS TRAFFIC OPERATIONS DIVISION:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies both W. Division Street as a Primary Arterial roadway. The standard right-of-way width for W. Division Street is 50-feet from the centerline. It appears additional right-of-way is needed along W. Division Street. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed within the required right of way. W. Division Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on this portion of W. Division Street. On-street parking is not allowed along W. Division Street.

DRIVEWAY ACCESS

There is currently one shared driveway access point onto the property from W. Division Street. No additional access will be allowed due to minimum spacing requirements for a Primary Arterial specified in City Code Chapter 98.

SIDEWALK

Sidewalk already exists along the property frontage on W. Division Street.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There is one bus stop along W. Division Street just west of the property. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

A Traffic Study was not required as the change in zoning from Highway Commercial to Residential - Townhome decreases the expected trips generated.

TRAFFIC - TABLE 1: REZONING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Division Street	Primary Arterial	No	30	50
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		3.2	13.4	144	
*Proposed Trips Generated		1	1.2	12	
Additional Trips Generated		-2.2	-12.2	-132	

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

Development Review Staff Report



DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

The property is in the **Jordan Creek Lower Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed because the amount of impervious area added is small**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual –
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: HC (Highway Commercial) to R-TH
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 13, 2021 4pm - 6:30 pm
3. Meeting Location: 1122 W. Division, Springfield MO
4. Number of invitations that were sent: 176
5. How the mailing list was generated: Provided by Planning & Development
6. Number of neighbors in attendance (attach a sign-in sheet): 0
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved).

No one attended the meeting.

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

No one attended the meeting.

I, CARSON Buckman (print name), attest that the neighborhood meeting was held on 05/13/2021 (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

CARSON Buckman
Printed name of person completing affidavit

One-rdg. _____
P. Hrngs. X
Pgs. 25
Filed: 06-22-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-165

SPECIAL ORDINANCE _____

AN ORDINANCE

1 GRANTING Conditional Use Permit No. 452 for the purpose of authorizing an
2 automobile washing business to operate as a conditional use within
3 the GR, General Retail District, generally located at 2808 North
4 Kansas Expressway. (Staff and Planning and Zoning Commission
5 recommend approval.)
6 _____
7

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

12 WHEREAS, the Planning and Zoning Commission held a public hearing on June
13 3, 2021, and the Commission found that the necessary conditions existed for issuance
14 of Conditional Use Permit No. 452 for the property located at 2808 North Kansas
15 Expressway and zoned GR, General Retail District; and
16

17 WHEREAS, City Council finds that sufficient evidence has been presented to
18 satisfy all applicable standards of the Land Development Code for issuance of
19 Conditional Use Permit No. 452; and
20

21 WHEREAS, the granting of such permit is deemed proper, and it is not found to
22 harm the community or injure the value, lawful use, and reasonable enjoyment of
23 properties in the vicinity of 2808 North Kansas Expressway.
24

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

28 Section 1 – Conditional Use Permit No. 452 is hereby granted in accordance with
29 and subject to the provisions of Section 36-363 of the Land Development Code.
30 Conditional Use Permit No. 452 is granted for the purpose of authorizing an automobile
31 washing business to operate as a conditional use within the GR, General Retail District,
32 located at the property described in “Exhibit B,” which is attached hereto and

incorporated herein by this reference, and which is generally located at 2808 North Kansas Expressway.

Section 2 – Building permits, certificates of occupancy, and any other required permits or approvals may be issued by the duly authorized officials of the City provided that such issuance is consistent with Section 36-363 of the Land Development Code, any other applicable City regulation or ordinance, and the “Requirements for Conditional Use Permit 452” described in “Exhibit A,” which is attached hereto and incorporated herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit D – Attachment 2” shall govern and control the use and development of the land described in “Exhibit B,” in a manner consistent with the attached site plan depicted on “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by this reference in its entirety.

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

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 165

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow an automobile washing business with a Conditional Use Permit in a GR, General Retail District generally located at 2808 North Kansas Expressway (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION:

CONDITIONAL USE PERMIT NUMBER 452

The applicant is requesting approval of a Conditional Use Permit to allow an automobile washing business with a Conditional Use Permit in a GR, General Retail District generally located at 2808 North Kansas Expressway. The applicant is proposing a new automobile washing business.

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 452 in a manner consistent with the attached site plan ("Exhibit D - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

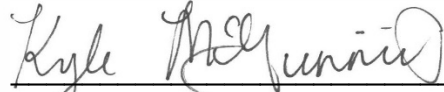
1. This application meets the approval standards for a Conditional Use Permit.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office, or Housing. The GR, General Retail District is considered an appropriate Springfield zoning district for this *Land Use Plan* category.
3. The GR district permit a variety of personal and business services, typically conducted indoors, but its list of conditional uses contains automobile washing businesses, as well as automobile service garages and automobile service stations. As a result, auto-centric uses within the GR district are considered on a case-by-case basis via the Conditional Use Permit process.
4. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended approval, by a vote of 8 to 0 of the proposed conditional use permit (see the attached "Exhibit C," Record of Proceedings).

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

Submitted by:



Kyle McGinnis, Senior Planner

Recommended by:



Bob Hosmer, AICP Planning Manager

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit Number 452

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 452

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Affidavit of Neighborhood Notification and Meeting Summary

Attachment 5, Proposed Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 452

1. An automobile washing business is permitted in conformance with Attachment 5.
2. Automobile washing businesses shall comply with all the standards for approval listed in Attachment 3.
3. Sidewalk is required to be constructed along the entire length of property frontage on W. Evergreen Street, or a fee in-lieu-of sidewalk construction may be reviewed and approved by the Administrative Review Committee. If the fee is approved, it must be paid prior to the issuance of any building permits.
4. All other standards of the Land Development Code and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
CONDITIONAL USE PERMIT 452

COMMENCING AT THE SOUTHWEST CORNER OF LOT ONE (1), NORTHWEST FRACTIONAL QUARTER (NW FEL 1/4) OF SECTION TWO (2), TOWNSHIP TWENTY-NINE (29) NORTH, RANGE TWENTY-TWO (22) WEST; THENCE NORTHERLY, A DISTANCE OF 168.00 FEET; THENCE EASTERLY, A DISTANCE OF 114.03 FEET TO A RIGHT-OF-WAY MARKER SAID MARKER BEING THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF MISSOURI STATE HIGHWAY "13"; THENCE NORTH 67°38'40" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 16.82 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 02°19'00" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 41.83 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 02°06'14" EAST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY "13", A DISTANCE OF 174.11 FEET TO A HIGHWAY RIGHT-OF-WAY MARKER; THENCE NORTH 38°05'46" EAST, ALONG THE EAST RIGHT-OF-WAY OF SAID HIGHWAY "13", TO WHERE IT INTERSECTS THE SOUTH RIGHT-OF-WAY LINE OF U.S. INTERSTATE "44", A DISTANCE OF 82.75 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 71°45'32" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44", A DISTANCE OF 293.39 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 17°20'09" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44", A DISTANCE OF 14.26 FEET TO A RIGHT-OF-WAY MARKER; THENCE NORTH 71°45'32" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID INTERSTATE "44", A DISTANCE OF 5.20 FEET; THENCE SOUTH 02°05'07" WEST, A DISTANCE OF 400.17 FEET TO AN EXISTING IRON PIN; THENCE NORTH 89°06'50" WEST, A DISTANCE OF 347.97 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART DEEDED, TAKEN OR USED FOR STREET, HIGHWAY OR ROAD PURPOSES, ALL BEING IN GREENE COUNTY, MISSOURI.

Exhibit C

**RECORD OF PROCEEDINGS
CONDITIONAL USE PERMIT 452
Planning and Zoning Commission – June 3, 2021**

Conditional Use Permit 452
2808 North Kansas Expressway
Applicant: Boing US Holdco, Inc
dba: Take 5 Express Car Wash

Mr. Hosmer stated that this is a request to allow an automobile washing business in a GR, General Retail District as a Conditional Use Permit generally located at 2808 N. Kansas Expressway. The Comprehensive Plan identifies the property as Medium Intensity Retail, Office, or Housing. The Transportation Plan classifies Evergreen as a local roadway and Kansas as an Expressway. A Traffic Impact Study is not required. The property is not located in a FEMA designated floodplain or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. The proposed car wash in a GR district requires a CUP. A sidewalk will be constructed along the frontage of Evergreen at the time of development and will require a major subdivision buffer. A Type F bufferyard 40 feet with fence will be provided between GR and residential RSF to east. The application meets the approval standards for the conditional use permit. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Janice Barbee, 10117 Kingsbridge Avenue, Tampa, FL and here on behalf of the applicant and we added additional landscaping to help with residents to the north for any possible light issues and with a 40' buffer.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Conditional Use Permit 452 (2808 North Kansas Expressway). Mr. Coltrin seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.



Bob Hosmer, AICP
Planning Manager

Exhibit D

Development Review Staff Report

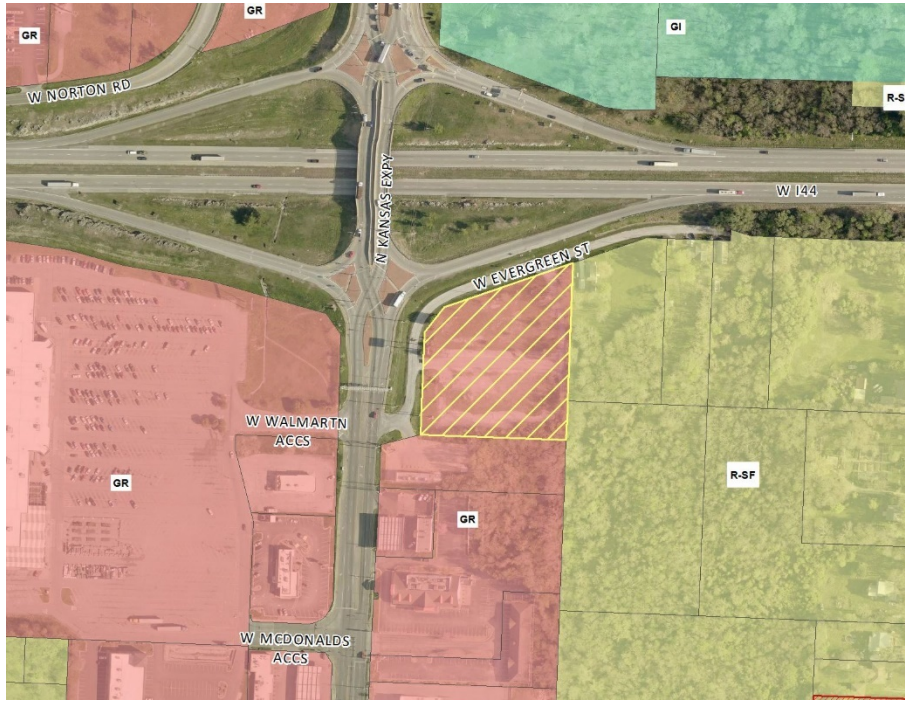


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE NUMBER:

Conditional Use Permit 452

LOCATION: 2808 N. Kansas Expressway

ACRES: Approximately 2.49 acres

EXISTING LAND USE: Vacant, though partially surfaced

APPLICANT: Beacon Civil Engineering LLC

STAFF: Kyle McGinnis, Senior Planner

STAFF RECOMMENDATIONS:

Approve

PROPOSED MOTION:

Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

This is a request to allow an automobile washing business with a Conditional Use Permit in a GR, General Retail District generally located at 2808 N. Kansas Expressway.

FINDINGS FOR STAFF RECOMMENDATION:

1. Staff has reviewed the proposed Conditional Use Permit and has found that it satisfies the approval standards for Conditional Use Permits. The applicant's responses to the standards for approval are included within this staff report (Attachment 3).
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium-Intensity Retail, Office or Housing. The GR, General Retail District is considered an appropriate Springfield zoning district for this *Land Use Plan* category. The GR, General Retail District is detailed in Section 36-421 of the City's Land Development Code.
3. The GR district permits a variety of personal and business services, typically conducted indoors. The GR district is common along our community's principal commercial corridors. The GR district's list of conditional uses contains not only automobile washing businesses, but also automobile service garages and automobile service stations. As a result, auto-centric uses within the GR district are considered on a case-by-case basis via the Conditional Use Permit process.
4. Approval of this request will provide for the redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.

Development Review Staff Report



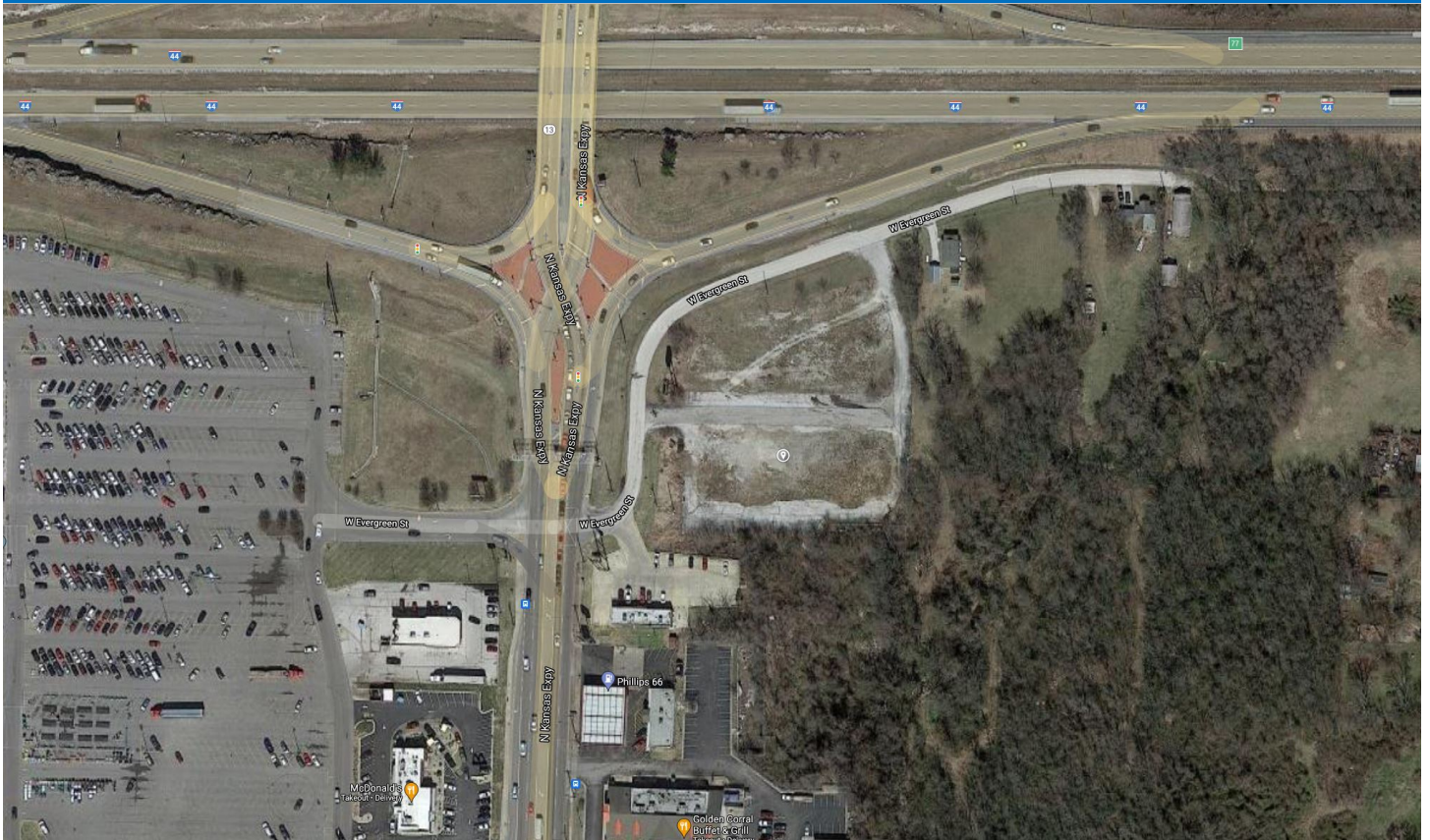
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	N/A	GR, General Retail District	R-SF, Single-family residential district	GR, General Retail District
LAND USE	N/A – Interstate 44	Restaurant (vacant)	Single-family detached dwelling	Retail sales use group

Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

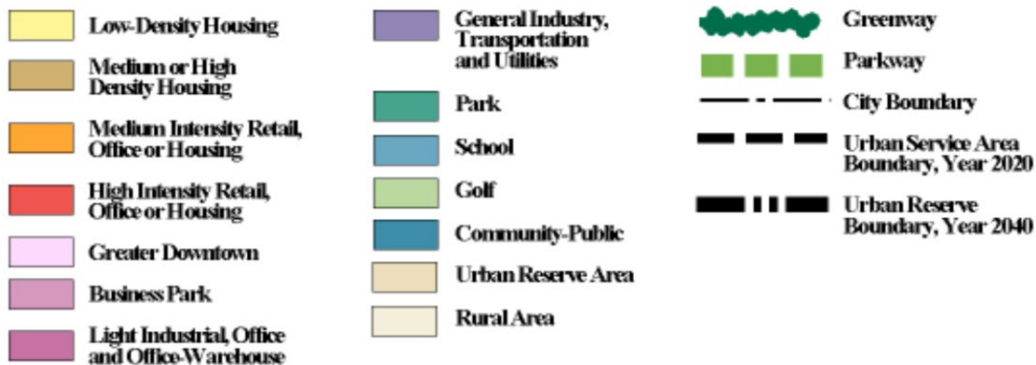
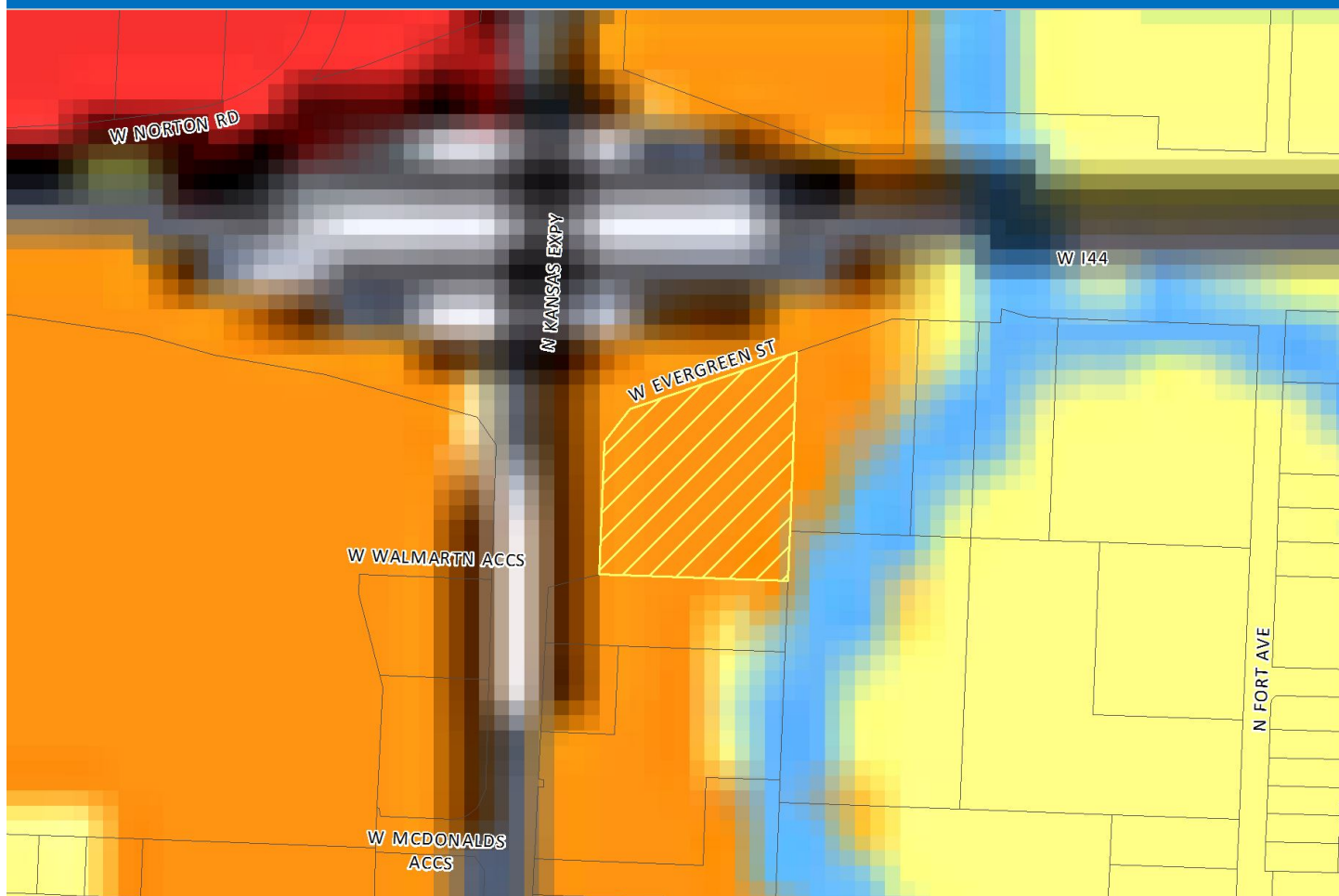


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was annexed into the City in 1995 and rezoned to the GR district at that time. The subject property is not yet part of a final platted subdivision.

ZONING ORDINANCE REQUIREMENTS:

Sec. 36-363. - Conditional Use Permit

- (1) *Purpose.* The conditional use permit procedure is designed to provide the planning and zoning commission and the city council with an opportunity for discretionary review of requests to establish or construct uses or structures which may be necessary or desirable in a zoning district, but which may also have the potential for a deleterious impact upon the health, safety and welfare of the public. The purpose of the review is to determine whether the proposed location of the use or structure is appropriate and whether it will be designed and located so as to avoid, minimize, or mitigate any potentially adverse effects upon the community or other properties in its vicinity. The discretionary conditional use permit procedure is designed to enable the planning and zoning commission and the city council to impose conditions upon such uses and structures that are designed to avoid, minimize or mitigate potentially adverse effects upon the community or other properties in the vicinity of the proposed use or structure, and to deny requests for a conditional use permit when it is apparent that a proposed use or structure will or may cause harm to the community or injury to the value, lawful use and reasonable enjoyment of other properties in the vicinity of the proposed use or structure.
- (8) *Period of validity.*
 - (a) No conditional use permit shall be valid for a period longer than 18 months from the date on which the city council grants the conditional use permit, unless within such 18-month period:
 1. A building permit is obtained and the erection or alteration of a structure is started; or
 2. An occupancy permit is obtained and the conditional use commenced.The city council may grant one additional extension not exceeding 18 months, upon written application, without notice or hearing provided such grant is approved by city council prior to the expiration of the original 18-month period. No additional extension shall be granted without complying with the notice and hearing requirements for an initial application for a conditional use permit. This additional extension shall be considered to have begun on the date of expiration of the original conditional use permit regardless of when this additional extension is granted by city council.
 - (b) When a conditional use is discontinued or abandoned for a period of 12 consecutive months (regardless of any reservation of an intent not to abandon or to resume such use), such use shall not thereafter be reestablished or resumed unless a new conditional use permit is granted by city council consistent with this section. The burden of proof shall be on the property owner to show that the conditional use has not been discontinued or abandoned for a period of 12 consecutive months or longer.
- d. *Damage or destruction.* In the event that the principal building or structure on the property is damaged or destroyed, by any means, to the extent of more than 75 percent of the replacement cost of the building or structure at the time such damage occurred, such building or structure shall not be restored unless it shall thereafter conform to the regulations for the zoning district in which it is located and the property shall not continue to be used for the uses permitted by the provisions of this section.

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium-Intensity Retail, Office or Housing. The GR district is listed as an appropriate Springfield zoning district for this *Land Use Plan* category.

Development Review Staff Report



STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit to allow an automobile washing business with a Conditional Use Permit in a GR district generally located at 2808 N. Kansas Expressway. A sketch plan of the proposed development is included with this staff report (Attachment 4). This sketch plan depicts a proposed subdivision of the property into two parcels, with the subject development occurring on the southern of these two parcels. Any proposed subdivision will require approval of a Preliminary Plat by City Council in conformance with the Major Subdivision process (Section 36-226 of the Land Development Code), as the property is not yet included within a final platted subdivision. The Final Plat may be subject to approval by the Director of Planning & Development in alignment with Section 36-226 (4) of the Land Development Code.
2. Development within the GR district must abide by the use limitations, bulk and intensity of use, and open space requirements contained within Section 36-421 of the Land Development Code. The proposed sketch plan (Attachment 4) has been reviewed by Planning & Development staff who have found that the plan generally conforms to the requirements of this Section. A review of all civil and architectural plans will occur following the approval of the Conditional Use Permit as part of the building permit review process.
3. Because this is a new development, the proposal must fully comply with the requirements of Section 36-482, Landscaping and bufferyards. This Section states that Bufferyard F must be provided along the property's full east property line where adjacent to property zoned R-SF, Single-family residential district. Staff has encouraged the applicant to preserve mature trees within this bufferyard area, particularly those of native species which are in good health. The development will also be required to comply with the minimum interior and perimeter landscaping requirements, which are detailed in Section 36-482 (9). The applicant has been encouraged to utilize native species for new plantings and to supplement the minimum planting requirements with ornamental grasses and wildflowers, to improve the site's aesthetics and ecological impact.
4. A minimum number of vehicular off-street parking stalls and bicycle parking spaces will be required by Section 36-455, Off-street parking requirements, of the Land Development Code. The sketch plan (Attachment 4) depicts the proposed number and configuration of both forms of parking.
5. The property's frontage on W. Evergreen Street does not currently include public sidewalk. The construction of sidewalks along a property's frontage on public right-of-way is typically required at the time of development; however, the applicant will also have the option to request a fee in-lieu-of sidewalk construction, which is submitted to the Administrative Review Committee (ARC) for review and approval. If approved, the fee must be paid prior to the issuance of building permits.
6. This site currently has two points of access from W. Evergreen Street, which is designated as a Local street by the *Major Thoroughfare Plan*. This development will utilize the existing west access to W. Evergreen Street, as depicted on the sketch plan (Attachment 5). Although commercial access to residential streets is typically limited, W. Evergreen Street ends within 400 feet of this site's east property line. As a result, commercial traffic associated with this development is expected to be limited along the remaining portion of W. Evergreen Street which serves nearby residential uses.
7. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for approval of Conditional Use Permits, which are outlined in Section 36-363 (10) of the Land Development Code. The applicant's responses to these standards for approval are included with this staff report (Attachment 3).
8. Approval of this request will provide for the redevelopment of the subject property, which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
9. The proposed Conditional Use Permit was reviewed by City departments, whose comments are contained in Attachment 1.

Development Review Staff Report



NEIGHBORHOOD MEETING:

The applicant hosted a neighborhood meeting to discuss the development proposal on Tuesday, May 11, 2021. Property owners and residents were notified of this meeting via standard mail. A summary of the neighborhood meeting is provided with this staff report (Attachment 4).

PUBLIC NOTIFICATION:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 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.

Notices sent to property owners within 185 feet:	Mailed: 5	Returned: 0
--	-----------	-------------

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1 CONDITIONAL USE PERMIT 452

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the proposed Conditional Use Permit. All civil and architectural plans will be reviewed in full as part of the building permit review process.

CITY UTILITIES COMMENTS:

No issues with the proposed Conditional Use Permit.

CLEAN WATER SERVICES COMMENTS:

No issues with the proposed Conditional Use Permit; however, a new 15-foot sanitary sewer easement will need to be recorded linking the existing sanitary sewer easement denoted in Book 1986, Page 2110 to the sanitary sewer easement denoted in Book 1986, Page 458.

FIRE DEPARTMENT COMMENTS:

No issues with the proposed Conditional Use Permit. The building permit plan package will need to include details pertaining to site fire lane striping and Knox Key Box location.

STORMWATER DIVISION COMMENTS:

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in-lieu-of on-site stormwater detention **will be allowed due to proximity to the floodplain**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

Development Review Staff Report



TRAFFIC DIVISION COMMENTS:

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Evergreen Street as a Local roadway. The standard right-of-way width for W. Evergreen Street is 25 feet from the centerline. It appears no additional right-of-way is needed. A survey is recommended to determine the exact amount of existing right-of-way as nothing can be constructed or placed within the required right-of-way. W. Evergreen Street is a city-maintained street.

TRAFFIC COUNTS & ON-STREET PARKING

There are no recent traffic counts on W. Evergreen Street and on-street parking is not allowed along W. Evergreen Street.

DRIVEWAY ACCESS

There is currently two driveway access points onto the property from W. Evergreen Street. Any new proposed driveway approaches must meet the minimum spacing requirements for the road classification for a Local street.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Evergreen Street. Sidewalk is required to be constructed along the property frontage at the time of development, or the applicant may submit a request to pay a fee in-lieu-of sidewalk construction to the Administrative Review Committee. If approved, the fee must be paid prior to the issuance of a building permit. The existing infrastructure meets current City Standards.

TRAILS, BUS STOPS, & ADDITIONAL INFORMATION

There are no Greenway Trails in the area surrounding the property pertaining to this zoning. There are two bus stops along N. Kansas Expressway close to the property being developed. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area.

IMPROVEMENTS

None required. A Traffic Impact Study was not required, as the change in zoning will not increase the trip generation in the AM/PM peaks by more than 100 additional trips, nor will it exceed the threshold of 1,000 additional trip-ends daily.

TRAFFIC - TABLE 1: PLANNED DEVELOPMENT/CONDITIONAL USE PERMIT DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW from Centerline (ft.) (Approx.)	Required Street ROW from Centerline (ft.)
Street 1	W. Evergreen Street	Local	No	25	25
		AM Peak	PM Peak	Weekday	Weekend
Existing Trips Generated		36	43	-	-
*Proposed Trips Generated		10	9	-	-
Additional Trips Generated		26	34	-	-

*Proposed Trips Generated is based on the highest, most intense use permitted in the proposed rezoning, Planned Development, or Conditional Use Permit

Development Review Staff Report



REQUIREMENTS FOR APPROVAL:

ATTACHMENT 2 CONDITIONAL USE PERMIT 452

1. An automobile washing business is permitted in conformance with Attachment 5.
2. Automobile washing businesses shall comply with all the standards for approval listed in Attachment 3.
3. Sidewalk is required to be constructed along the entire length of property frontage on W. Evergreen Street, or a fee in-lieu-of sidewalk construction may be reviewed and approved by the Administrative Review Committee. If the fee is approved, it must be paid prior to the issuance of any building permits.
4. All other standards of the Land Development Code and other applicable ordinances shall be adhered to.

Development Review Staff Report



STANDARDS FOR CONDITIONAL USE PERMIT 452

ATTACHMENT 3

36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
1. The proposed conditional use will be consistent with the adopted policies in the Springfield Comprehensive Plan.	The proposed conditional use is consistent with the adopted policies in the Springfield Comprehensive Plan.	The <i>Growth Management and Land Use Plan</i> of the <i>Comprehensive Plan</i> designates this area as appropriate for Medium-Intensity Retail, Office or Housing. The GR, General Retail District is considered an appropriate Springfield zoning district for this <i>Land Use Plan</i> category.
2. The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	The proposed conditional use will not adversely affect the safety of the motoring public and of pedestrians using the facility and the area immediately surrounding the site.	Public Works Traffic Division has reviewed the application and has determined that conditional use will not adversely affect safety of the motoring public or of pedestrians. Traffic comments are provided in Attachment 1.
3. The proposed conditional use will adequately provide for safety from fire hazards and have effective measures of fire control.	The proposed conditional use will adequately provide for safety from fire hazards and will have effective measures of fire control.	The Fire Department has reviewed this request and has no concerns with regard to safety from fire hazards and fire controls. Fire comments are provided in Attachment 1.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	The proposed conditional use will not increase the hazard to adjacent property from flood or water damage.	Public Works Stormwater Division has reviewed this request and provided comments in Attachment 1. A fee in-lieu-of on-site stormwater detention will be allowed due to proximity to the floodplain.
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.	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.	It is not anticipated that the proposed use will have noise characteristics that exceed Land Development Code standards.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extent such lights will be visible from any residential district, measures to shield or direct such lights to eliminate or mitigate such glare are proposed.	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. All parking areas	Off-street parking must shield vehicular and stationary lights from residential uses following Land Development Code requirements.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
	will be properly shielded to eliminate these issues.	
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site.	The location, lighting and type of signs used on this site will be reviewed at a later date and will comply with all applicable rules and regulations.	The development will be subject to the signage requirements of the Land Development Code.
8. Such signs will not have an adverse effect on any adjacent properties.	The signs designed will consider adjacencies and will not create any adjacency issues.	The development will be subject to the signage standards of the Land Development Code and is not expected to 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.	The street right-of-way and pavement width in the vicinity is adequate for traffic reasonably expected to be generated by the proposed use.	Public Works Traffic Division has reviewed the application and has determined that the existing infrastructure is adequate; however, sidewalk is required to be constructed along the property frontage on W. Evergreen Street to current City Standards as a part of this development/rezoning or an application must be submitted to the Administrative Review Committee to pay a fee in-lieu-of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
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.	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.	It is not anticipated that the proposed automobile washing business will have an adverse effect or be incompatible with the adjacent and surrounding properties. Bufferyard F is required along the east property boundary.
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:	The proposed conditional use will be constructed, arranged, and operated so as to not interfere with the development and use of neighboring property in accordance with the applicable district regulations. Consideration was given to: (a) the location, nature and height of buildings, structures, walls and fences on the site; and (b) the nature and	The standards of the Land Development Code adequately address these issues. Bufferyard F will be required along the east property boundary. Depending on the desired width of this bufferyard, Code may require that its length include a six-foot wood privacy fence.

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
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.	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.	The proposed conditional use, as shown by the application, will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site. No features as mentioned previously are found on-site.	Staff does not anticipate any destruction of, damage to, or detrimental impact on the enjoyment and function of significant topographic or physical features of the site, as no such features exist.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance.	The proposed conditional use will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance. No features as mentioned previously are found on-site.	The applicant has been encouraged to preserve significant trees of native species in good health within the required bufferyard area. Staff is not aware of any other natural, scenic, or historic features of significant importance within the bounds of this property.
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.	The proposed conditional use otherwise complies with all applicable regulations of this article, including lot size requirements, bulk regulations, use limitations and performance standards.	The proposed use appears to comply with all applicable regulations.
15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public.	The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public. The property has been vacant for quite some time and the development of the property will assist in the redevelopment of this area.	The proposed conditional use is intended to serve an inherent need of vehicular traffic common along this commercial corridor.
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	Off-street parking and loading areas will be provided in accordance with the standards set out in Sections 36-455, 36-456, and 36-483 and such areas will be screened for any adjoining residential uses and located so as to protect such residential uses from injurious effect.	The applicant appears to meet the off-street vehicular and bicycle parking requirements contained within the Land Development Code.
17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic	Adequate access roads or entrance or exit drives have been	Public Works Traffic Division has reviewed the proposed site plan

Development Review Staff Report



36-363 (10) Standards. An application for a conditional use permit shall be granted only if evidence is presented at the public hearing which establishes the following:	Applicant's Response:	Staff response:
hazards and to minimize traffic congestion in public streets and alleys.	presented with this application and site plan.	and has determined that it meets this standard.
18. The vehicular circulation elements of the proposed application will not create hazards to the safety of vehicular or pedestrian traffic on or off the site, disjointed vehicular or pedestrian circulation paths on or off the site, or undue interference and inconvenience to vehicular and pedestrian travel.	The vehicular circulation 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.	Public Works Traffic Division has reviewed the proposed site plan and has determined that it will not create these hazards. Sidewalk is required to be constructed along the property frontage on W. Evergreen Street to current City Standards as a part of this development/rezoning, or an application must be submitted to the Administrative Review Committee to pay a fee in-lieu-of sidewalk construction. If approved, the fee must be paid prior to issuance of a building permit.
19. The proposed use, as shown by the application, will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.	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.	The proposed development will not interfere with any of the listed features.
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.	No existing structures are to be used in the development of this proposed project.	The development is required to adhere to all standards of the Land Development Code and other applicable 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.	The proposed conditional use is served adequately by public facilities and services. The applicant is responsible for the establishment and provision of such services.	This request will provide for the productive use of the subject property which is already served with public infrastructure and services.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

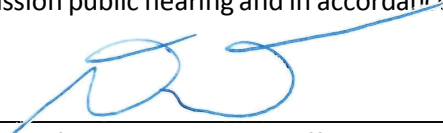
1. Conditional Use Permit for: CAR WASH
2. Meeting Date & Time: 5/11/2021 at 4-6:30 PM
3. Meeting Location: Courtyard Springfield Airport Meeting Room
4. Number of invitations that were sent: 33
5. How was the mailing list generated: BY STAFF
6. Number of neighbors in attendance (attach a sign-in sheet): 2
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

All residence attendees were in support of proposed use. Their concerns were with the existing homeless population on-site and our proposed use would help alleviate the existing conditions.

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

Developing the site would remove the existing habitat for the homeless population.

I, Matthew A. Gilbert (*print name*), attest that the neighborhood meeting was held on May 11, 2021 (*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."

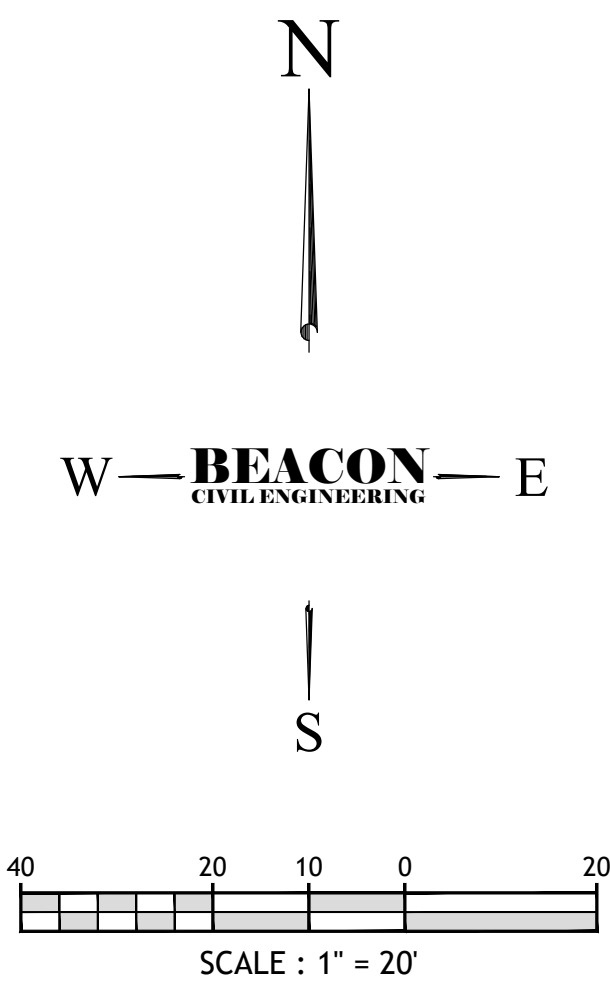


Signature of person completing affidavit

Matthew A. Gilbert

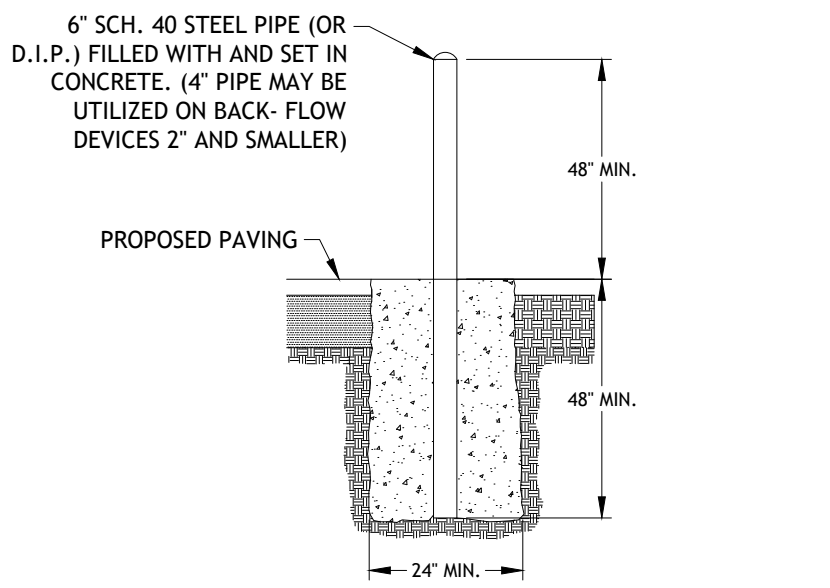
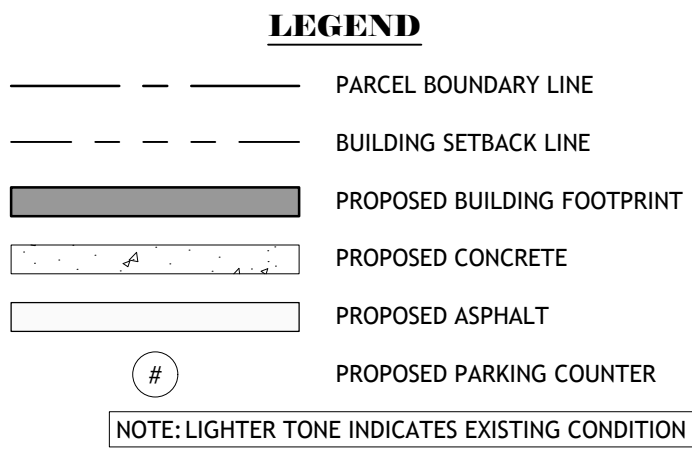
Printed name of person completing affidavit

ATTACHMENT 5

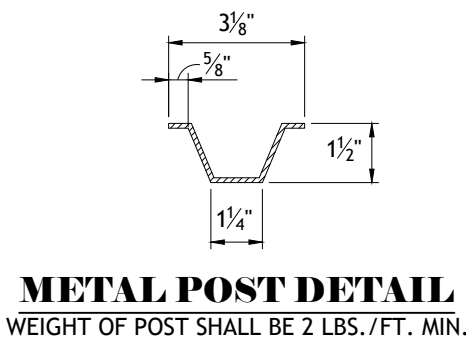
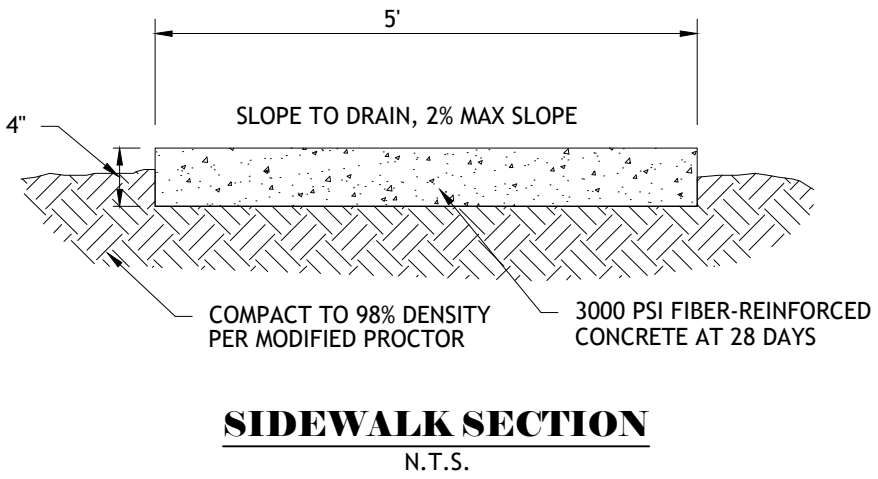


EVERGREEN STREET
(PUBLIC STREET)

PARCEL 1
AREA: 1.20 AC



INSTALLATION
BOLLARD GUARD POST
N.T.S.



SITE INFORMATION:

SITE DATA

TOTAL SITE AREA: 1.29 AC (52,765 SF)

ZONING JURISDICTION: GENERAL RETAIL

EXISTING USE: PARKING LOT

PROPOSED USE: CAR WASH

FLOOD ZONE: ZONE "X" PER FEMA FIRM PANEL

NUMBER: 29077C0331E DATED 12/17/2010

ZONING: GENERAL RETAIL - CONDITIONAL USE

BUILDING HEIGHT: 1 STORIES/ 20'

BUILDING SQ. FOOTAGE: ±4,042 SF

FLOOR AREA RATIO (FAR): 0.08

SETBACKS

BUILDING:	REQUIRED:	PROVIDED:
FRONT:	25'	75.8'
SIDE (NORTH):	0'	92.3'
SIDE (SOUTH):	0'	27.4'
REAR (EAST):	0'	130.6'

PARKING/LOADING

PARKING CALCULATION: ONE SPACE FOR EACH TWO EMPLOYEES, PLUS QUEUING EQUAL TO THREE TIMES THE MAX CAPACITY OF THE CAR WASH

REQUIRED PARKING: 3 * 1 CAR CAPACITY CAR WASH = 3 SPACES
3 EMPLOYEES * 1 SPACE/2 EMPLOYEES = 2 SPACES
5 SPACES

PROPOSED PARKING: 16 SPACES (15' X 18.5')
1 ADA SPACES (12' X 18.5')
17 SPACES

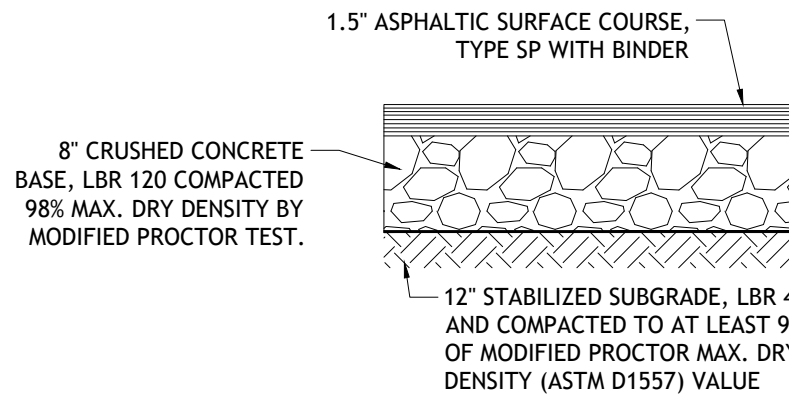
BIKE PARKING: 2 BIKE SPACES REQUIRED WHEN PROVIDING BETWEEN 1 AND 50 PARKING STALLS
PROPOSED BIKE PARKING: 2 SPACES

PROPERTY OWNER

MAGERS LODGINGS INC ETAL
2776 S CAMPBELL AVE
SPRINGFIELD, MO 65807

SITE NOTES

- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXISTING IMPROVEMENTS AND TREES AND OTHER DEBRIS WITHIN THE LIMITS OF THE WORK FROM THE SITE. ON SITE BURIAL OF TREES AND OTHER DEBRIS WILL NOT BE ALLOWED. THERE ARE NO KNOWN INERT BURY PITS ON THE SITE AND NONE WILL BE ALLOWED DURING THE CONSTRUCTION OF THE PROJECT.
- ALL WORK SHALL COMPLY WITH ALL GOVERNING JURISDICTIONS, STATE OF MISSOURI, AND FEDERAL CODES AND ALL NECESSARY LICENSES AND PERMITS SHALL BE OBTAINED BY THE CONTRACTOR AT HIS EXPENSE UNLESS PREVIOUSLY OBTAINED BY THE OWNER.
- ALL WORK SHALL BE PERFORMED IN A FINISHED AND WORKMANLIKE MANNER TO THE ENTIRE SATISFACTION OF THE OWNER, AND IN ACCORDANCE WITH THE BEST RECOGNIZED TRADE PRACTICES.
- ALL MATERIALS SHALL BE NEW UNLESS USED OR SALVAGED MATERIALS ARE AUTHORIZED BY THE OWNER PRIOR TO USE.
- ALL WORK PERFORMED ON CITY, COUNTY, AND/OR STATE OR FEDERAL RIGHT-OF-WAY SHALL BE IN STRICT CONFORMANCE WITH APPLICABLE STANDARDS AND SPECIFICATIONS OF THE APPROPRIATE GOVERNING AGENCIES.
- BASE COURSE MATERIALS, EQUIPMENT, METHODS OF CONSTRUCTION AND WORKMANSHIP SHALL CONFORM TO STATE OF MISSOURI TRANSPORTATION STANDARD SPECIFICATIONS, CURRENT EDITION. ALL BUILDING DIMENSIONS SHALL BE CHECKED AND COORDINATED WITH THE ARCHITECTURAL PLANS PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- SEE SHEET C-X FOR DETAILS.
- ALL DISTURBED AREAS WITHIN SIDEWALK/ CURB AND GUTTER/ ROAD PAVEMENT SHALL BE RESTORED TO ITS ORIGINAL OR BETTER CONDITIONS.
- ALL DIMENSION ARE TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
- THE PROPOSED DEVELOPMENT SHALL NOT IMPACT GROUND AND SURFACE WATER FLOWS ADJACENT TO THE SITE.
- THE PROPOSED DEVELOPMENT SHALL NOT IMPACT ANY FLOODWAYS ADJACENT TO THE SITE.
- BASE ON MISSOURI BUILDING CODE (2001) THIS SITE IS LOCATED IN A ZONE OF ZERO SEISMIC PROBABILITY.
- ALL SIDEWALKS SHALL HAVE A WIDTH OF 5 FEET, UNLESS OTHERWISE NOTED.
- ALL RADII SHALL BE 3 FEET, UNLESS OTHERWISE NOTED.



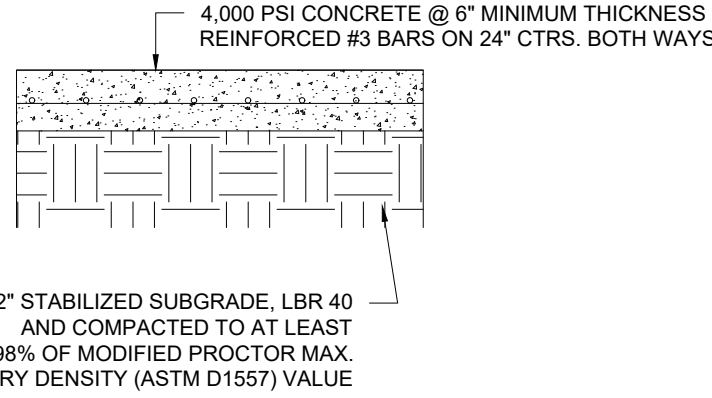
PROFILE VIEW

ASPHALT NOTES

- THE ASPHALT SURFACE COURSE SHOULD CONFORM TO THE MOST RECENT EDITION OF THE MISSOURI DEPARTMENT OF TRANSPORTATION (MDOT) STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION.
- THE BASE COURSE SHOULD CONFORM TO THE LATEST EDITION OF MDOT ROAD AND BRIDGE CONSTRUCTION SPECIFICATIONS SUPPLEMENTAL SECTION 204. BASE COURSE SHALL BE COMPACTED TO 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY.
- ASPHALT SHOULD BE COMPACTED TO A MINIMUM OF 93% OF LABORATORY MAXIMUM DESIGN MIX DENSITY DETERMINED FROM SPECIFIC GRAVITY METHODS WITH IND. TEST TOLERANCE OF +2% AND -1.2% OF DESIGN Gmm.
- PLASTIC CLAY SHALL NOT BE ALLOWED TO STABILIZE THE SUBGRADE.
- CRUSHED CONCRETE SHALL BE SOURCED FROM APPROVED MDOT SUPPLIER.

ASPHALT PAVEMENT SECTION

N.T.S.



NOTES

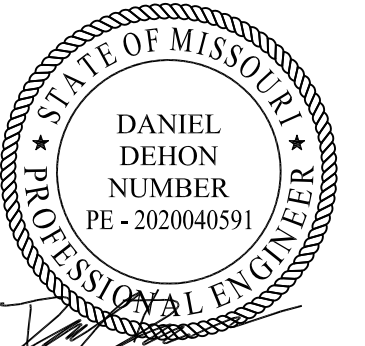
- SUBGRADE SOILS MUST BE DENSIFIED TO AT LEAST 98% MPMBD TO A DEPTH OF AT LEAST 1-FOOT DIRECTLY BELOW THE BOTTOM OF CONCRETE SLAB.
- THE SURFACE OF THE SUBGRADE SOILS MUST BE SMOOTH, AND ANY DISTURBANCES OR WHEEL RUTTING CORRECTED PRIOR TO PLACEMENT OF CONCRETE.
- THE SUBGRADE SOILS MUST BE MOISTENED PRIOR TO PLACEMENT OF CONCRETE. CONCRETE PAVEMENT THICKNESS SHOULD BE UNIFORM THROUGHOUT, WITH EXCEPTION TO THE THICKENED EDGES (CURB OR FOOTING).
- THE BOTTOM OF THE PAVEMENT SHOULD BE SEPARATED FROM THE ESTIMATED SHIRT LEVEL BY AT LEAST 24 INCHES.
- SLAB THICKNESS FOR STANDARD DUTY CONCRETE PAVEMENTS ARE BASED ON (1) THE SUBGRADE SOILS DENSIFIED TO AT LEAST 98% MPMBD, (2) MODULUS OF SUBGRADE REACTION (K) EQUAL TO 150 PCI, (3) A 30-YEAR DESIGN LIFE, AND (4) TOTAL EQUIVALENT 18 KIP SINGLE AXLE LOADS (ESAL) OF 45,000.
- MAXIMUM CONTROL JOINT SPACING SHALL BE 10x10'.

CONCRETE PAVEMENT SECTION

N.T.S.

ISSUED FOR PERMITTING

DESIGNED BY:	AMK	DRAWN BY:	AMK	ISSUE DATE:	04-02-21
CHECKED BY:	TC	APPROVED BY:	LB	JOB NO.:	20-319
NO.	BY	DATE	REVISION DESCRIPTION		



DANIEL DEHON, PE #2020040591

BEACON
CIVIL ENGINEERING

LAND DEVELOPMENT ENGINEERS
8345 GUNN HIGHWAY
TAMPA, FL 33626



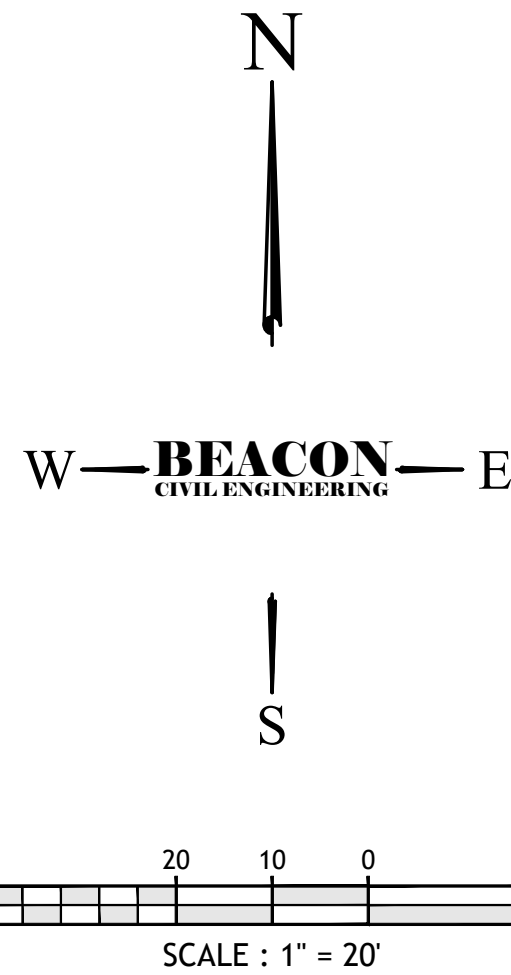
TAKE 5 CAR WASH
OF
SPRINGFIELD
2808 NORTH
KANSAS
EXPRESSWAY

SHEET NAME:

**SITE LAYOUT
PLAN**

SHEET NUMBER:

C-3



(PUBLIC STREET)
EVERGREEN STREET

APPROX. CENTERLINE OF PAVEMENT

TRACT 2 TRACT 1

PARCEL 1
AREA: 1.20 AC

ITEM #13 CORRECTION RIGHT-OF-WAY DEED
BOOK 2239, PAGE 2442

ITEM #12 SANITARY SEWER EASEMENT
BOOK 1986, PAGE 2110

ITEM #8 EASEMENT FOR GAS & WATER
BOOK 1976, PAGE 1509

PARCEL 2
AREA: 1.29 AC

ITEM #9 ELECTRIC LINE EASEMENT
BOOK 2400, PAGE 1241

PROPOSED BUILDING
±4,042 SF
FFE: 1230.47

ITEM #11 SANITARY SEWER EASEMENT
BOOK 1986, PAGE 459

PLANT SCHEDULE

LARGE TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY
	PE	Pinus echinata	Short Leaf Pine	B & B	2"Cal	2
	QM	Quercus macrocarpa	Burr Oak	B & B	2"Cal	4
	UV	Ulmus americana 'Valley Forge'	American Elm	B & B	2"Cal	1
UNDERSTORY TREES	CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	QTY
	CO	Cercis canadensis 'Oklahoma'	Oklahoma Redbud	B & B	2"Cal	6
SHRUBS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	AF	Abelia x grandiflora 'Francis Mason'	Francis Mason Abelia	5 gal		7
	BG	Buxus x 'Green Mound'	Green Mound Boxwood	5 gal	Pot	63
	ID	Ilex cornuta 'Burford'	Burford Holly	---		18
GROUND COVERS	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
	CT	Cynodon dactylon 'Tif 419'	Bermuda Grass	sod		23,280 sf

GENERAL GRADING AND PLANTING NOTES

- BY SUBMITTING A PROPOSAL FOR THE LANDSCAPE PLANTING SCOPE OF WORK, THE CONTRACTOR CONFIRMS THAT HE HAS READ, AND WILL COMPLY WITH, THE ASSOCIATED NOTES, SPECIFICATIONS, AND DETAILS WITH THIS PROJECT.
- THE GENERAL CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL EXISTING VEGETATION (EXCEPT WHERE NOTED TO REMAIN).
- IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN ±0.1' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
- ALL PLANT LOCATIONS ARE DIAGRAMMATIC. ACTUAL LOCATIONS SHALL BE VERIFIED WITH THE LANDSCAPE ARCHITECT OR DESIGNER PRIOR TO PLANTING. THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT ALL REQUIREMENTS OF THE PERMITTING AUTHORITY ARE MET (I.E., MINIMUM PLANT QUANTITIES, PLANTING METHODS, TREE PROTECTION METHODS, ETC.).
 - THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR DETERMINING PLANT QUANTITIES; PLANT QUANTITIES SHOWN ON LEGENDS AND CALLOUTS ARE FOR GENERAL INFORMATION ONLY. IN THE EVENT OF A DISCREPANCY BETWEEN THE PLAN AND THE PLANT LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN (FOR INDIVIDUAL SYMBOLS) OR CALLOUT (FOR GROUNDOVER PATTERNS) SHALL TAKE PRECEDENCE.
 - NO SUBSTITUTIONS OF PLANT MATERIALS SHALL BE ALLOWED WITHOUT THE WRITTEN PERMISSION OF THE LANDSCAPE ARCHITECT. IF SOME OF THE PLANTS ARE NOT AVAILABLE, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING (VIA PROPER CHANNELS).
 - THE CONTRACTOR SHALL, AT A MINIMUM, PROVIDE REPRESENTATIVE PHOTOS OF ALL PLANTS PROPOSED FOR THE PROJECT. THE CONTRACTOR SHALL ALLOW THE LANDSCAPE ARCHITECT AND THE OWNER/OWNER'S REPRESENTATIVE TO INSPECT, AND APPROVE OR REJECT, ALL PLANTS DELIVERED TO THE JOBSITE. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS FOR SUBMITTALS.
- THE CONTRACTOR SHALL MAINTAIN THE LANDSCAPE IN A HEALTHY CONDITION FOR 90 DAYS AFTER ACCEPTANCE BY THE OWNER. REFER TO SPECIFICATIONS FOR CONDITIONS OF ACCEPTANCE FOR THE START OF THE MAINTENANCE PERIOD, AND FOR FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD.
- SEE SPECIFICATIONS AND DETAILS FOR FURTHER REQUIREMENTS.

LANDSCAPE CALCULATIONS

TOTAL SITE AREA:	56,192 SF
INTERIOR LANDSCAPING	
TOTAL VEHICLE USE AREA (VUA): 16,169	
INTERIOR LANDSCAPING REQUIRED:	1,619 SF (5% OF VUA AREA)
INTERIOR LANDSCAPING PROVIDED:	3,697 SF (22.9% OF VUA AREA)
2 UNDERSTORY TREES AND 1 CANOPY TREE PER 12,000 VUA	
2 UNDERSTORY TREES AND 1 CANOPY TREE REQUIRED	2 UNDERSTORY TREES AND 1 CANOPY TREE PROVIDED
PERIMETER LANDSCAPING	
10 SF OF OPEN SPACE PER 1 FOOT OF STREET FRONTAGE = 159' x 10 = 1590 SF	
OPEN SPACE REQUIRED	4,501 SF OPEN SPACE PROVIDED
1 CANOPY TREE AND 1 UNDERSTORY TREE AND 4 SHRUBS PER 100' OF STREET FRONTAGE	
159' / 100 = 2 CANOPY AND 2 UNDERSTORY TREES AND 8 SHRUBS REQUIRED	2 CANOPY, 2 UNDERSTORY AND 8 SHRUBS PROVIDED
BUFFERS	
TYPE F BUFFERYARD REQUIRED AT THE REAR	
2 CANOPY, 2 UNDERSTORY, 3 EVERGREEN TREES, 4 EVERGREEN SHRUBS AND 14" SHRUBS PER 100'	2 CANOPY, 2 UNDERSTORY, 3 EVERGREEN SHRUBS AND 14 SHRUBS PROVIDED

*0.7 PLANT UNIT MULTIPLIER APPLIED FOR 40' BUFFER WIDTH

ROOT BARRIERS

THE CONTRACTOR SHALL INSTALL ROOT BARRIERS NEAR ALL NEWLY-PLANTED TREES THAT ARE LOCATED WITHIN FIVE (5) FEET OF PAVING OR CURBS. ROOT BARRIERS SHALL BE "CENTURY" OR "DEEP-ROOT" 24" DEEP PANELS (OR EQUAL). BARRIERS SHALL BE LOCATED IMMEDIATELY ADJACENT TO HARDSCAPE. INSTALL PANELS PER MANUFACTURER'S RECOMMENDATIONS. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR USE ROOT BARRIERS OF A TYPE THAT COMPLETELY ENCIRCLE THE ROOTBALL.

MULCHES

AFTER ALL PLANTING IS COMPLETE, CONTRACTOR SHALL INSTALL 3" THICK LAYER OF 1-1/2" SHREDDED WOOD MULCH, NATURAL (UNDYED), OVER LANDSCAPE FABRIC IN ALL PLANTING AREAS (EXCEPT FOR TURF AND SEEDED AREAS). CONTRACTOR SHALL SUBMIT SAMPLES OF ALL MULCHES TO LANDSCAPE ARCHITECT AND OWNER FOR APPROVAL PRIOR TO CONSTRUCTION. ABSOLUTELY NO EXPOSED GROUND SHALL BE LEFT SHOWING ANYWHERE ON THE PROJECT AFTER MULCH HAS BEEN INSTALLED (SUBJECT TO THE CONDITIONS AND REQUIREMENTS OF THE "GENERAL GRADING AND PLANTING NOTES" AND SPECIFICATIONS).

ISSUED FOR PERMITTING

DESIGNED BY:	AMK	DRAWN BY:	AMK	ISSUE DATE:	04-02-21
CHECKED BY:	TC	APPROVED BY:	LB	JOB NO.:	20-319
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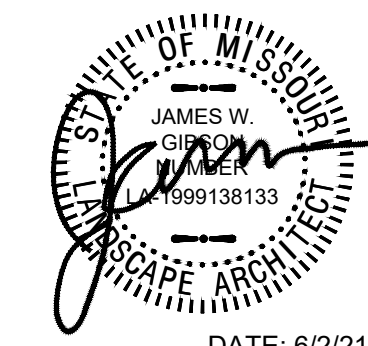
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SHEET NAME:

LANDSCAPE PLANTING

SHEET NUMBER:

LP-1

PLANTING SPECIFICATIONS

GENERAL

- A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR
1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM SPECIALIZING IN LANDSCAPE PLANTING
 2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER FOR FURTHER QUALIFICATION MEASURES.
 3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTORS LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.
- B. SCOPE OF WORK
1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, SERVICES, EQUIPMENT, LICENSES, TAXES AND ANY OTHER ITEMS THAT ARE NECESSARY FOR THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK SPECIFIED HEREIN AND/OR SHOWN ON THE LANDSCAPE PLANS, NOTES, AND DETAILS.
 2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND REGULATIONS REQUIRED BY AUTHORITIES HAVING JURISDICTION OVER SUCH WORK, INCLUDING ALL INSPECTIONS AND PERMITS REQUIRED BY FEDERAL, STATE AND LOCAL AUTHORITIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.
 3. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

PRODUCTS

- A. ALL MANUFACTURED PRODUCTS SHALL BE NEW.
- B. CONTAINER AND BALLED-AND-BURLAPPED PLANTS:
1. FURNISH NURSERY-GROWN PLANTS COMPLYING WITH ANSI Z60.1-2014. PROVIDE WELL-SHAPED, FULLY BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS KNOTS, SUN SCALD, INJURIES, ABRASIONS, AND DISFIGUREMENT. ALL PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE, AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM SOURCES WITHIN 200 MILES OF THE PROJECT SITE, AND WITH SIMILAR CLIMATIC CONDITIONS.
 2. ROOT SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POT-BOUND, FREE FROM ENCIRCLING AND/OR GIRDLING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS J-SHAPED ROOTS).
 3. TREES MAY BE PLANTED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND. BARE-ROOT TREES ARE NOT ACCEPTABLE.
 4. ANY PLANT DEEMED UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF LIKE TYPE AND SIZE AT THE CONTRACTOR'S OWN EXPENSE. ANY PLANTS APPEARING TO BE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE SOLE JUDGES AS TO THE ACCEPTABILITY OF PLANT MATERIAL. ALL TREES SHALL BE STANDARD IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH CENTRAL LEADERS WILL NOT BE ACCEPTED IF LEADER IS DAMAGED OR REMOVED. PRUNE ALL DAMAGED TWIGS AFTER PLANTING.
 6. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES ABOVE THE ROOT FLARE FOR TREES UP TO AND INCLUDING FOUR INCHES IN CALIPER, AND DEFECTS SIX INCHES ABOVE THE ROOT FLARE FOR TREES EXCEEDING FOUR INCHES IN CALIPER.
 7. MULTI-TRUNK TREES SHALL BE MEASURED BY THEIR OVERALL HEIGHT, MEASURED FROM THE TOP OF THE ROOT BALL. WHERE CALIPER MEASUREMENTS ARE USED, THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CALIPER OF THE THREE LARGEST TRUNKS.
 8. ANY TREE OR SHRUB SHOWN TO HAVE EXCESS SOIL PLACED ON TOP OF THE ROOT BALL, SO THAT THE ROOT FLARE HAS BEEN COMPLETELY COVERED, SHALL BE REJECTED.
 - C. SOD: PROVIDE WELL-ROOTED SOD OF THE VARIETY NOTED ON THE PLANS. SOD SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1". EACH PALLET OF SOD SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOD.
 - D. SEED: PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.
 - E. TOPSOIL: SANDY TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FOREIGN MATTER, PLANTS, ROOTS, AND SEEDS.
 - F. COMPOST: WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8; MOISTURE CONTENT 35 TO 55 PERCENT BY WEIGHT; 10% PERCENT PASSING THROUGH 3/4-INCH SIEVE; SOLUBLE SALT CONTENT OF 5 TO 10 DECISEMENS/M; NOT EXCEEDING 0.5 PERCENT INERT CONTAMINANTS AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.
 - G. FERTILIZER: GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL TESTING AGENCY (SEE BELOW).
 - H. MULCH: SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING OF TREES AND SHRUBS.
 - I. TREE STAKING AND GUYING:
 1. STAKES: 6" LONG GREEN METAL T-POSTS.
 2. GUY AND THE WIRE: ASTM A 641, CLASS 1, GALVANIZED-STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.
 3. STRAP CHAFING GUARD: REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.
 - L. PRE-EMERGENT HERBICIDES: ANY GRANULAR, NON-STAINING PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

METHODS

- A. SOIL PREPARATION
1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN $\pm 0.1'$ OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.
 2. SOIL TESTING:
 - a. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL, TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.
 - b. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.
 - c. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S PLANT LIST TO THE LABORATORY ALONG WITH THE SOIL SAMPLES.
 - d. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.
 3. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOILS REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.
 4. FOR BIDDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:
 - a. TURF: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. PREPLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.
 - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - b. TREES: INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP 8" OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:
 - i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.
 - ii. 12-12-12 FERTILIZER (OR SIMILAR, ORGANIC, SLOW RELEASE) - 10 LBS. PER CU. YD.
 - iii. "CLAY BUSTER" OR EQUAL - USE MANUFACTURER'S RECOMMENDED RATE
 - iv. IRON SULPHATE - 2 LBS. PER CU. YD.
 5. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.
 - a. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN $\pm 0.1'$ OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.
 - b. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADES AND ELIMINATE PONDING POTENTIAL.
 - c. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.
 - d. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 9" BELOW THE ADJACENT FINISH SURFACE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - e. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 1" BELOW THE FINISH SURFACE OF THE WALKS. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.
 - f. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.
 6. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP 8" OF SOIL.

SUBMITTALS

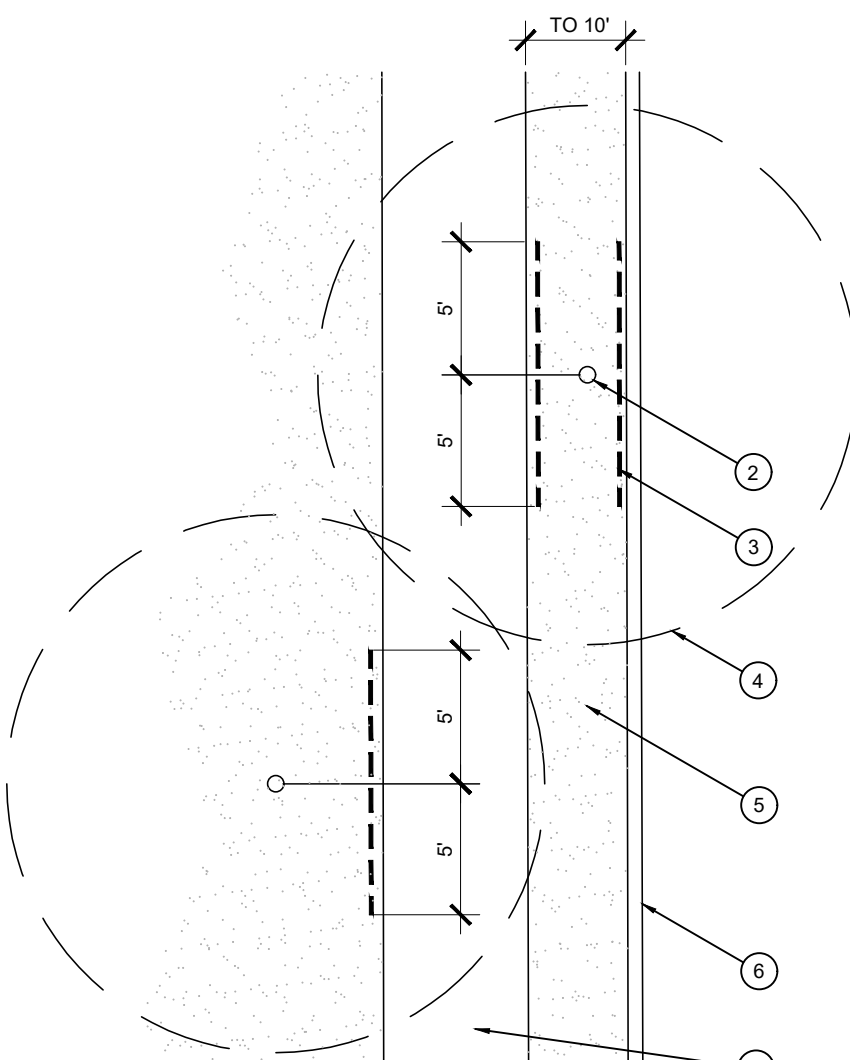
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREE/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).
3. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
4. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

GENERAL

- A. REMOVAL OF EXISTING TREES, EDGING, AND LANDSCAPE FABRICS (IF ANY).
- B. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
- C. TRENCING NEAR EXISTING TREES:
- a. CONTRACTOR SHALL NOT DISTURB ROOTS 1-1/2" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE (CRZ) OF EXISTING TREES, AND SHALL EXERCISE ALL POSSIBLE CARE AND PRECAUTIONS TO AVOID INJURY TO TREE ROOTS, TRUNKS, AND BRANCHES. THE CRZ IS DEFINED AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE TRUNK, WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT BREAST HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).
 - b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.
 - c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1-1/2" AND LARGER IN DIAMETER, WHERE TREE ROOTS 1-1/2" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS, OR WRAP EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.
 - d. ALL SEVERED ROOTS SHALL BE HAND PRUNED WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS.
- D. TREE PLANTING
1. TREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE ROOTBALL, AND TO A DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE. REMOVE ANY GLAZING THAT MAY HAVE BEEN CAUSED DURING THE EXCAVATION OF THE HOLE.
 2. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS BACK INTO THE ROOTBALL FROM THE ROOTBALL'S EDGE.
 4. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.
 5. BACKFILL THE TREE WITH THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF SIMILAR TEXTURAL CLASS AND COMPOSITION IN THE ON-SITE SOIL.
 6. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR SLOPES) REQUIRE STAKES TO KEEP TREES UPRIGHT. STAKES SHALL BE PLACED AT 45 DEGREES TO THE TRUNK. FOR TREES (BEYOND THE MINIMUMS LISTED BELOW) WILL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, AND REPLACE IT IF IT SHOULD BE BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:
 - a. 1"-2" TREES - TWO STAKES PER TREE
 - b. 2-1/2"-4" TREES - THREE STAKES PER TREE
 - c. TREES OVER 4" CALIPER - GUY AS NEEDED
 - d. MULTI-TRUNK TREES - THREE STAKES PER TREE MINIMUM. QUANTITY AND POSITIONS AS NEEDED TO STABILIZE THE TREE.
 7. UPON COMPLETION OF PLANTING, CONSTRUCT AN EARTH WATERING BASIN AROUND THE TREE. COVER THE INTERIOR OF THE TREE RING WITH MULCH (TYPE AND DEPTH PER PLANS).
- D. SODDING
1. SOD VARIETY TO BE AS SPECIFIED ON THE LANDSCAPE PLAN.
 2. LAY SOD WITHIN 24 HOURS FROM THE TIME OF STRIPPING. DO NOT LAY IF THE GROUND IS FROZEN.
 3. LAY THE SOD TO FORM A SOLID MASS WITH TIGHTLY FITTED JOINTS. BUTT ENDS AND SIDES OF SOD STRIPS. DO NOT OVERLAP. STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES.
 4. ROLL THE SOD TO ENSURE GOOD CONTACT OF THE SOD'S ROOT SYSTEM WITH THE SOIL UNDERNATH.
 5. WATER THE SOD THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING TO OBTAIN AT LEAST SIX INCHES OF PENETRATION INTO THE SOIL BELOW THE SOD.
- G. MULCH
1. INSTALL MULCH TOPDRESSING, TYPE AND DEPTH PER MULCH NOTE, IN ALL PLANTING AREAS AND TREE RINGS.
 2. DO NOT INSTALL MULCH WITHIN 6" OF TREE ROOT FLARE AND WITHIN 24" OF HABITABLE STRUCTURES, EXCEPT AS MAY BE NOTED ON THESE PLANS. MULCH COVER WITHIN 6" OF CONCRETE WALKS AND CURBS SHALL NOT PROTRUDE ABOVE THE FINISH SURFACE OF THE WALKS AND CURBS. MULCH COVER WITHIN 12" OF WALLS SHALL BE AT LEAST 3" LOWER THAN THE TOP OF WALL.
- I. CLEAN UP
1. DURING LANDSCAPE PREPARATION AND PLANTING, KEEP ALL PAVEMENT CLEAN AND ALL WORK AREAS IN A NEAT, ORDERLY CONDITION.
 2. LEGALLY DISPOSE ALL EXCAVATED MATERIALS OFF THE PROJECT SITE.
- J. INSPECTION AND ACCEPTANCE
1. UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL PROVIDE THE SITE CLEAN, FREE OF DEBRIS AND TRASH, AND SUITABLE FOR USE AS INTENDED. THE LANDSCAPE CONTRACTOR SHALL THEN REQUEST AN INSPECTION BY THE OWNER TO DETERMINE FINAL ACCEPTABILITY.
 2. WHEN THE INSPECTED PLANTING WORK DOES NOT COMPLY WITH THE CONTRACT DOCUMENTS, THE LANDSCAPE CONTRACTOR SHALL REPLACE AND/OR REPAIR THE REJECTED WORK TO THE OWNER'S SATISFACTION WITHIN 24 HOURS.
 3. THE LANDSCAPE MAINTENANCE PERIOD WILL NOT COMMENCE UNTIL THE LANDSCAPE WORK HAS BEEN RE-INSPECTED BY THE OWNER AND FOUND TO BE ACCEPTABLE. AT THAT TIME, A WRITTEN NOTICE OF FINAL ACCEPTANCE WILL BE ISSUED BY THE OWNER, AND THE MAINTENANCE AND GUARANTEE PERIODS WILL COMMENCE.
- K. LANDSCAPE MAINTENANCE
1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL WORK SHOWN ON THESE PLANS FOR 90 DAYS BEYOND FINAL ACCEPTANCE OF ALL LANDSCAPE WORK BY THE OWNER. LANDSCAPE MAINTENANCE SHALL INCLUDE WEEKLY SITE VISITS FOR THE FOLLOWING ACTIONS (AS APPROPRIATE): PROPER PRUNING, RESTAKING OF TREES, RESETTling OF PLANTS THAT HAVE SETTLED, MOWING AND AERATION OF LAWNS, WEEDING, RESEEDING AREAS WHICH HAVE NOT GERMINATED WELL, TREATING FOR INSECTS AND DISEASES, REPLACEMENT OF MULCH, REMOVAL OF LITTER, REPAIRS TO THE IRRIGATION SYSTEM DUE TO FAULTY PARTS AND/OR WORKMANSHIP, AND THE APPROPRIATE WATERING OF ALL PLANTINGS. THE LANDSCAPE CONTRACTOR SHALL MAINTAIN THE IRRIGATION SYSTEM IN PROPER WORKING ORDER, WITH SCHEDULING ADJUSTMENTS BY SEASON TO MAXIMIZE WATER CONSERVATION.
 2. SHOULD SEEDING AND/OR SODDED AREAS NOT BE COVERED BY AN AUTOMATIC IRRIGATION SYSTEM, THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING THESE AREAS AND OBTAINING A FULL, HEALTHY STAND OF PLANTS AT NO ADDITIONAL COST TO THE OWNER.
 3. TO ACHIEVE FINAL ACCEPTANCE AT THE END OF THE MAINTENANCE PERIOD, ALL OF THE FOLLOWING CONDITIONS MUST OCCUR:
 - a. THE LANDSCAPE SHALL SHOW ACTIVE, HEALTHY GROWTH (WITH EXCEPTIONS MADE FOR SEASONAL DORMANCY). ALL PLANTS NOT MEETING THIS CONDITION SHALL BE REJECTED AND REPLACED BY HEALTHY PLANT MATERIAL PRIOR TO FINAL ACCEPTANCE.
 - b. ALL HARDSCAPE SHALL BE CLEANED PRIOR TO FINAL ACCEPTANCE.
 - c. SODDED AREAS MUST BE ACTIVELY GROWING AND MUST REACH A MINIMUM HEIGHT OF 1 1/2 INCHES BEFORE FIRST MOWING. HYDROMULCHED AREAS SHALL SHOW ACTIVE, HEALTHY GROWTH. BARE AREAS LARGER THAN TWELVE SQUARE INCHES MUST BE RESEEDD OR RESEEDD (AS APPROPRIATE) PRIOR TO FINAL ACCEPTANCE. ALL SODDED TURF SHALL BE NEATLY MOWED.
- L. WARRANTY PERIOD, PLANT GUARANTEE AND REPLACEMENTS
1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDDING, HYDROMULCHED AREAS, AND IRRIGATION SYSTEMS FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S FINAL ACCEPTANCE (90 DAYS FOR ANNUAL PLANTS). THE CONTRACTOR SHALL REPLACE, AT HIS OWN EXPENSE AND TO THE SATISFACTION OF THE OWNER, ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
 2. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED DIRECTLY TO OVERWATERING OR OTHER DAMAGE BY HUMAN ACTIONS. PROVIDE A MINIMUM OF (2) COPIES OF RECORD DRAWINGS TO THE OWNER UPON COMPLETION OF WORK. A RECORD DRAWING IS A RECORD OF ALL CHANGES THAT OCCURRED IN THE FIELD AND THAT ARE DOCUMENTED THROUGH CHANGE ORDERS, ADDENDA, OR CONTRACTOR/CONSULTANT DRAWING MARKUPS.
- M. RECORD DRAWING

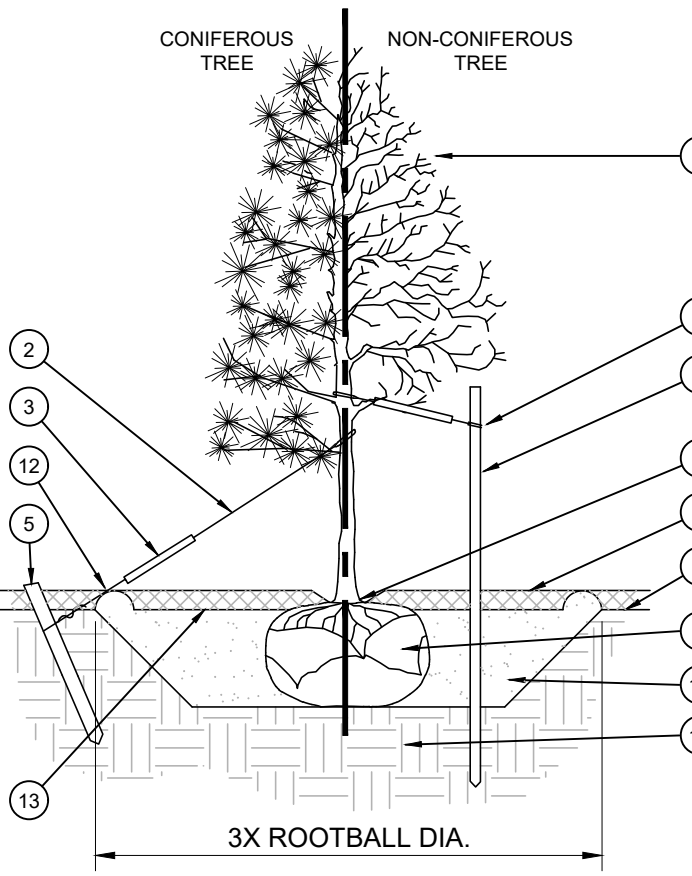
OPEN LANDSCAPE

PARKWAY

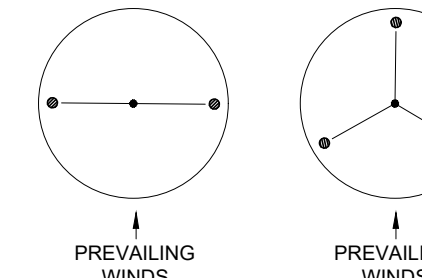


ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

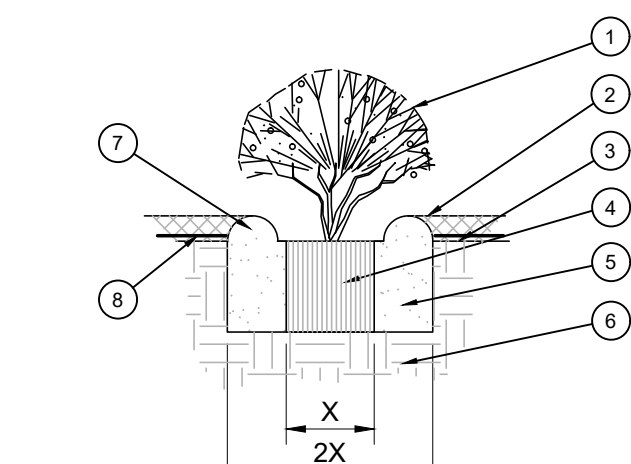


STAKING EXAMPLES (PLAN VIEW)



TREE PLANTING

SCALE: NOT TO SCALE



SHRUB AND PERENNIAL PLANTING

SCALE: NTS

1. TREE CANOPY.
2. CINCH-TIES (24" BOX/2" CAL. TREES AND SMALLER) OR 12 GAUGE GALVANIZED WIRE WITH NYLON TREE STRAPS AT TREE AND STAKE (8" BOX/2 1/2" CAL. TREES AND LARGER). SECURE TIES OR STRAPS TO TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
3. 24" X 3/4" P.V.C. MARKERS OVER WIRES.
4. GREEN STEEL T-POSTS. EXTEND POSTS 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADMAN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. MULCH, TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 6" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL.
10. BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
11. UNDISTURBED NATIVE SOIL.
12. 4" HIGH EARTHEN WATERING BASIN.
13. FINISH GRADE.

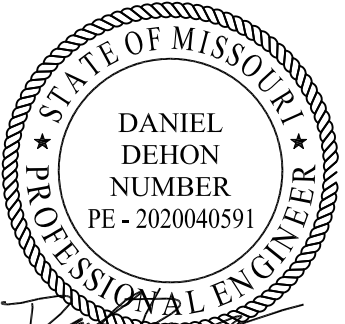
NOTES:

1. SCARIFY SIDES OF PLANTING PIT PRIOR TO SETTING TREE.
2. REMOVE EXCESS SOIL APPLIED ON TOP OF THE ROOTBALL THAT COVERS THE ROOT FLARE. THE PLANTING HOLE DEPTH SHALL BE SUCH THAT THE ROOTBALL RESTS ON UNDISTURBED SOIL, AND THE ROOT FLARE IS 2"-4" ABOVE FINISH GRADE.
3. FOR B&B TREES, CUT OFF BOTTOM 1/3 OF WIRE BASKET BEFORE PLACING TREE IN HOLE. CUT OFF AND REMOVE REMAINDER OF BASKET AFTER TREE IS SET IN HOLE. REMOVE ALL NYLON TIES, TWINE, ROPE, AND OTHER PACKING MATERIAL. REMOVE AS MUCH BURLAP FROM AROUND ROOTBALL AS IS PRACTICAL.
4. REMOVE ALL NURSERY STAKES AFTER PLANTING.
5. FOR TREES 36" BOX/2 1/2" CAL. AND LARGER, USE THREE STAKES OR DEADMEN (AS APPROPRIATE), SPACED EVENLY AROUND TREE.
6. STAKING SHALL BE TIGHT ENOUGH TO PREVENT TRUNK FROM BENDING, BUT LOOSE ENOUGH TO ALLOW SOME TRUNK MOVEMENT IN WIND.

1. SHRUB, PERENNIAL, OR ORNAMENTAL GRASS.
2. MULCH, TYPE AND DEPTH PER PLANS. PLACE NO MORE THAN 1" OF MULCH WITHIN 6" OF PLANT CENTER.
3. FINISH GRADE.
4. ROOT BALL.
5. BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
6. UNDISTURBED NATIVE SOIL.
7. 3" HIGH EARTHEN WATERING BASIN.

ISSUED FOR PERMITTING

DESIGNED BY:	JWG	DRAWN BY:	JWG	ISSUE DATE:	04-02-21
CHECKED BY:	BAI	APPROVED BY:	BAI	JOB NO.:	20-319
NO.	BY	DATE	REVISION DESCRIPTION		



DANIEL DEHON, PE #2020040591

BEACON CIVIL ENGINEERING

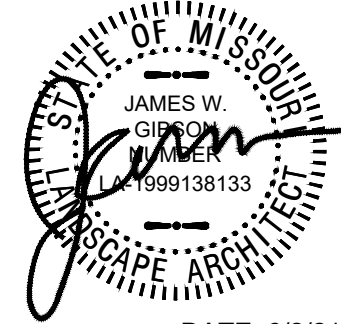
LAND DEVELOPMENT ENGINEERS
8345 GUNN HIGHWAY
TAMPA, FL 33626

INTL CAR WASH GROUP

OF SPRINGFIELD

2808 NORTH KANSAS EXPRESSWAY

SPRINGFIELD, MO



DATE: 6/2/21



SHEET NAME:

LANDSCAPE DETAILS AND SPECIFICATIONS

SHEET NUMBER:

LP-2

One-rdg. _____
P. Hrngs. _____
Pgs. 132
Filed: 06-22-21

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-166

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 RSM US LLP, to provide professional auditing services to the City
3 and to the Police Officers' and Fire Fighters' Retirement System for
4 Fiscal Years 2021 through 2025.
5 _____
6

7 WHEREAS, Article II, Section 2.14 of the City Charter requires that an
8 independent audit shall be made annually of all accounts of the City by a certified public
9 accountant experienced in municipal accounting selected by City Council; and
10

11 WHEREAS, an Audit Selection Committee composed of Department of Finance
12 staff issued a Request for Proposals ("RFP") through the Division of Purchases for
13 auditing services; and
14

15 WHEREAS, the Audit Selection Committee evaluated and ranked the four
16 responses received according to the selection criteria outlined in the RFP and
17 recommends the selection of RSM US LLP to City Council.
18

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

22 Section 1 – The City Manager or his designee, is hereby authorized to enter into
23 an agreement with RSM US LLP, said agreement to be substantially in form and
24 content as "Exhibit 1," which is attached hereto and incorporated herein by this
25 reference.
26

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

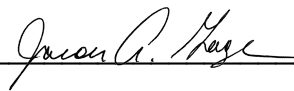
30 Passed at meeting: _____
31
32
33

Mayor

34
35
36
37
38
39
40
41

Attest: _____, City Clerk

Approved as to form: , Assistant City Attorney

Approved for council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 166

FILED: 06-11-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into an agreement with RSM US LLP to provide professional auditing services to the City and the Police Officers' and Fire Fighters' Retirement System for fiscal years 2021 through 2025.

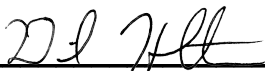
BACKGROUND INFORMATION: Article II, Section 2.14 of the City Charter requires that an independent audit shall be made annually of all accounts of the City by a certified public accountant experienced in municipal accounting selected by the City Council.

A four-member Audit Selection Committee composed of Department of Finance staff issued a Request for Proposals ("RFP") through the Division of Purchases for auditing services. Four responses were received. The Audit Selection Committee evaluated and ranked the responses according to the selection criteria outlined in the RFP and recommends the selection of RSM US LLP to the City Council. The proposed agreement is attached as "Exhibit 1".

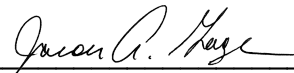
REMARKS: The Audit Selection Committee recommends that City Council approve the selection of and authorize entering into an agreement with RSM US LLP for fiscal years 2021 through 2025.

Submitted by:

Approved by:



David Holtmann,
Director of Finance



Jason Gage,
City Manager



Exhibit 1

June 18, 2021

RSM US LLP
Attn: Kristen Hughes
4622 Pennsylvania Ave, Suite 1100
Kansas City, MO 64112

Phone: 816-751-4004
Fax: 816-751-1890
Email: kristen.hughes@rsmus.com

Subject: **Notice of Recommendation for Award**, Request for Proposal (RFP) 084-2021RFP; Contract 2021-0562
For: Auditing Services

Dear Ms. Hughes:

You are hereby notified that your RFP proposal dated April 22, 2021, in response to the above referenced Request for Proposal has been recommended for award.

Your organization shall execute and return the following contract documents as soon as possible or within (10) days from the date stated above; this date shall be: June 28, 2021.

- A. One (1) signed and dated original of the Contract (attached). **ONLY DATE SIGNATURE AREA (PAGE 2) OF CONTRACT DOCUMENT - CITY WILL INSERT ALL OTHER DATES.**
- B. Certificates of Insurance with endorsements in the amounts specified in the above stated RFP.
- C. E-Verify Affidavit and E-Verify Electronic Signature page as required by the RFP.

This is not a notice to proceed. The City is not obligated for the expenditure of any funds whatsoever unless and until a notice to proceed is issued by City Purchase Order or other written City document.

Your organization is required to comply with these conditions within the time specified. If requirements are not met, the City may consider your bid/proposal abandoned, annul this Notice of Recommendation for Award and declare your contract forfeited.

If you have any questions, please contact the buyer, Denise Neuleib at (417) 864-1624, or via email dneuleib@springfieldmo.gov.

Sincerely,
CITY OF SPRINGFIELD, MISSOURI

Ben Calia

Ben Calia, CPPB
City Purchasing Agent



City of Springfield
Division of Purchases
218 E Central (65802)
PO Box 8368
Springfield, MO 65801-8368
Ph. 417 864-1620
Fax 417-864-1927

SERVICE PROVIDER
RSM US LLP
Attn: Kristen Hughes
4622 Pennsylvania Ave, Suite 1100
Kansas City, MO 64112
Ph. 816-751-4004
Fax 816-751-1890
Email: kristen.hughes@rsmus.com

THIS CONTRACT, made and entered into this _____ day of _____, 20_____, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802, and RSM US LLP, a limited liability corporation in the State of Missouri, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide **AUDITING SERVICES** described in Request for Proposal #084-2021 which is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, the City negotiated a Best and Final Offer (BAFO) with the Service Provider attached hereto and incorporated herein as **EXHIBIT C**; and

WHEREAS, the Service Provider submitted an Arrangement Letter and said Arrangement Letter is attached hereto and incorporated herein as **EXHIBIT D**; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. **Services.** The City agrees to engage the services of the Service Provider, and the Service Provider agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit A** in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.
2. **Contract Documents.** Service Provider will perform all services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: (1) City's Request for Proposal #084-2021, hereinafter **EXHIBIT A**; (2) the Service Provider's Response to the RFP, hereinafter **EXHIBIT B**; (3) the City negotiated a Best and Final Offer (BAFO) with the Service Provider, hereinafter **EXHIBIT C**; and (4) the Service Provider's Arrangement Letter, hereinafter **EXHIBIT D**. In the event of a conflict in language between the documents referenced above, the terms of **EXHIBIT A and EXHIBIT C** shall control.
3. **Compensation.** It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in **EXHIBIT B, FORM 6A: "FEE SCHEDULE" AND TOTAL COST**. Service Provider agrees that the price for all line items outlined in **EXHIBIT B, FORM 6A: "FEE SCHEDULE" AND TOTAL COST** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed



on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et., seq. that the contractor is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

5. The term of this Contract shall be for a one (1) year period from _____ through _____. The City may at its option renew the Contract up to four (4) additional one-year terms by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP #084-2021; Section 16.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contract term.

6. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

7. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

David Holtmann, Director of Finance
or
Acting Director of Finance

Date

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Date

SERVICE PROVIDER

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Ben Calia, CPPB, City Purchasing Agent Date
or Acting Purchasing Agent

**CITY OF SPRINGFIELD, MISSOURI
Administration**

By: _____
Jason Gage, City Manager Date
or Designee



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
218 E. CENTRAL
SPRINGFIELD, MO 65802

Exhibit A

Buyer: Denise Neuleib
Email: dneuleib@springfieldmo.gov
Phone: (417) 864-1624

REQUEST FOR PROPOSAL (RFP) #084-2021

TITLE-SIGNATURE PAGE

The City of Springfield will accept electronically submitted proposals through its e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following:

AUDITING SERVICES

IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO DEMANDSTAR E-BIDDING SYSTEM LOCATED AT
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029
PRIOR TO THE CLOSING DATE OF THURSDAY, APRIL 22, 2021, AT 3:00 P.M., CENTRAL TIME

Until further notice due to the current Corona Virus (COVID-19) Pandemic and in accordance with social distancing recommendations by the Center for Disease Control (CDC), the name of offerors will be read aloud publicly at the specified RFP closing date and time via teleconference. *To participate dial (605) 313-5650, then enter access code 651222.*

The cutoff for any questions pertaining to this solicitation is April 8, 2021 at 12:00 Noon, Central Time. Any questions shall be submitted in writing to the buyer identified above.

Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal. NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.**

Company Name		Authorized Person (Print)	
Address		Signature	
City/State/Zip		Title	
Telephone #	Fax #	Date	Tax ID #
Email		State of Missouri Charter Number or Exemption Number	

LEGAL NOTICE:
REQUEST FOR PROPOSAL NUMBER 084-2021

The City of Springfield will accept electronically submitted proposals through its e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following: **AUDITING SERVICES**

VENDOR NOTE 1: To register with DemandStar go to: <https://www.demandstar.com/registration>

VENDOR NOTE 2: For information on how to navigate DemandStar go to: https://network.demandstar.com/wp-content/uploads/2020/04/DemandStar-2020-Users-Guide_.pdf

VENDOR NOTE 3: If you have issues registering or uploading a proposal, please contact DemandStar toll free at (866) 273-1863. DemandStar office hours are 8:00 AM to 7:00 PM Central Time, Monday through Friday. You can also contact the Division of Purchases at (417) 864-1620 or the Buyer stated on the Title-Signature Page of this solicitation document between the hours of 8:00 AM to 5:00 PM Central Time, Monday through Friday.

It is strongly recommended that vendors register with DemandStar as soon as possible to ensure your ability to provide a response to this solicitation by the due date and time. If you have any issues with DemandStar setup or navigation call (206) 940-0305.

Proposals must be received electronically in the City's e-bidding service provider DemandStar by 3:00 P.M., Central Time, on THURSDAY, APRIL 22, 2021. Until further notice due to the current Corona Virus (COVID-19) Pandemic and in accordance with social distancing recommendations by the Center for Disease Control (CDC), the name of offerors will be read aloud publicly at the specified proposal closing date and time via teleconference. *To participate dial (605) 313-5650, then enter access code 651222.*

The City is committed to providing opportunities to DBE, MBE, and WBE's and encourages such business enterprises to submit a response to this solicitation.

RFP documents and any addendums are available by accessing the City's e-bidding service provider DemandStar at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

For any contract for services greater than \$5,000, the successful offeror shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from offeror reciting compliance is not sufficient. The signed and notarized Work Authorization Affidavit and the Electronic Signature Page from the E-Verify program are to be provided prior to the issuance of a contract.

TABLE OF CONTENTS

Cover Title-Signature Page
 Legal Notice
 Table of Contents

PART I

Description of Project and Services Required

- 1.0 Introduction/Description of Project/Services
- 2.0 Scope of Services
- 3.0 City Provided Services
- 4.0 Additional Agreements
- 5.0 Timeline for RFP Process and 2021 Fiscal Year Audit

PART II

Standard Instructions to Offerors and Conditions of Request for Proposal

- 1.0 Preparation of Proposals
- 2.0 Submission of Proposals
- 3.0 Legal Name and Signature
- 4.0 Modifications, Corrections, or Withdrawal of Proposals
- 5.0 Clarification and Addenda
- 6.0 Responsive and Responsible Offeror
- 7.0 Reserved Rights
- 8.0 The Right to Audit
- 9.0 Right to Protest
- 10.0 Ethical Standards
- 11.0 Applicable Law
- 12.0 Jurisdiction
- 13.0 Collusion
- 14.0 Conflict
- 15.0 Debarment and Suspension Status
- 16.0 RFP Forms
- 17.0 Payment Terms
- 18.0 Regulations
- 19.0 Proposal Opening
- 20.0 Request for Additional Information
- 21.0 Contract Documents
- 22.0 Ownership of Documents
- 23.0 Confidentiality of Documents
- 24.0 Equal Opportunity Clause
- 25.0 Business License
- 26.0 Nonresident/Foreign Contractors
- 27.0 Certificate of Compliance with Section 34.600 RSMo., et seq. (Anti-Discrimination Against Israel Act)

PART III

Format, Content, and Submission of Proposals

- 1.0 Forms and Attachments
- 2.0 Proposal Due Date
- 3.0 Addenda
- 4.0 Selection Process
- 5.0 Awards
- 6.0 Budgetary Constraints
- 7.0 Order of Precedence
- 8.0 Affidavit for Service Contracts
- 9.0 Open Competition
- 10.0 Additional Purchases by Other Public Entities
- 11.0 Work Authorization Affidavit and E-Verify
- 12.0 Insurance Requirements

13.0 Mandatory Requirements
 14.0 Compliance
 15.0 Sample Contract
 16.0 Renewal Option
 17.0 Questions Regarding Specifications or Proposal Process
 18.0 Criteria for Award
 Enclosure I, Proposal Ranking Score Sheet
 Enclosure II, Interview Ranking Score Sheet
 Enclosure III, Table of Contents for Submittal
 Form No. 1: Provider Profile
 Form No. 2: Key Outside Consultants
 Form No. 3: List of References and Experience
 Form No. 4: Resumes of Key Personnel
 Form No. 5: Project Narrative
 Form No. 6A: Fee Schedule and Total Cost
 Form No. 7: Affidavit of Compliance
 Form No. 8: Certification Regarding Potential Conflicts of Interest
 Form No. 9: Certification of Compliance with Section 34.600 RSMo., et seq. (Anti-Discrimination Against Israel Act)
 Form No. 10: "Statement of No Proposal"

PART IV

Insurance Requirements

PART V

Standard Terms and Conditions

LINKS

City Budget: <http://www.springfieldmo.gov/DocumentCenter/View/48762>

Annual Report: <http://www.springfieldmo.gov/DocumentCenter/View/51618>

Single Audit: <http://www.springfieldmo.gov/DocumentCenter/View/52276>

PART I
DESCRIPTION OF PROJECT AND SERVICES REQUIRED

1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:

As required by Section 2.14 of the City Charter, the City of Springfield, Missouri and the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System is seeking proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2021 with the option, if exercised by the City and the Pension System, of auditing its financial statements for each of the four (4) subsequent fiscal years. The audits are to be performed in accordance with generally accepted auditing standards and the standards set forth for financial audits by **Government Auditing Standards**, issued by the Comptroller General of the United States.

This proposal sets forth the minimum requirements to be met by the independent auditor in completion of the audit of the City's financial statements for the contract period. The auditor shall provide at least the minimum services described herein, but the services provided by the auditor shall include all services offered by the auditor in its proposal and shall not be limited by this Scope of Work.

1.1 DESCRIPTION OF OPERATIONS OR BACKGROUND:

- 1.1.1** The City's 2021 Annual Operating Budget is located at the following web site:

<http://www.springfieldmo.gov/DocumentCenter/View/48762>

- 1.1.2** The Annual Financial Report for the year ended June 30, 2020 is located at the following web site:

<http://www.springfieldmo.gov/DocumentCenter/View/51618>

- 1.1.3** The Annual Financial Report and schedule of expenditures of federal awards are prepared by the City of Springfield and usually issued during the month of December. The passenger facility charge report is also issued during the month of December. The pension report is issued during the month of November.

- 1.1.4** The current Auditing Firm for the City of Springfield is RSM US, LLP who has been on contract since July 1, 2016. The contract with RSM has no one-year renewals remaining which is why we are asking for proposals at this time.

- 1.1.4.1** The City of Springfield does not have a mandatory rotation policy for audit firms; however, we do require that the internal and external audit services be conducted by different firms.

- 1.1.4.2** Audit fees for fiscal year ended June 30, 2020 totaled \$159,800 for the financial statement audit, single audit, and passenger facility charge audit and \$23,850 for the Police Officers' and Fire Fighters' Retirement System audit.

- 1.1.5** During the fiscal year ended June 30, 2020, the City reported a total of six major funds, consisting of four major governmental funds and two major enterprise funds. *All proposals shall be based on a minimum of six major funds and a per unit cost for each additional major fund audited.*

- 1.1.6** During the fiscal year ended June 30, 2020, the City reported in excess of \$14.3 million in expenditures of federal awards. During the fiscal year to be audited, total expenditures of federal awards will likely be higher due to the Coronavirus Aid, Relief, and Economic Security (CARES) Act monies. It is anticipated that the federal award programs will include, but may not be limited to Women, Infants, and Children (WIC) Grants, Home Investment Partnership Programs, Community Development Block Grants (CDGB), Workforce Investment Act Grants, Environmental Protection Agency Programs, U.S. Department of Justice Grants, U.S. Department of Health and Human Services Grants, Department of Homeland Security Grants, Airport Improvement Program Grants, and Highway Planning and Construction Grants. *All proposals shall be based on a minimum of three major programs and a per unit cost for each additional major program audited.*

- 1.1.6.1** Due to a material weakness identified in the fiscal year 2019 compliance report, the City is currently classified as a high-risk auditee.

- 1.1.7** The auditor's principal contact with the City will be the Assistant Director of Finance and Comptroller for scheduling requirements and questions related to the financial process.

- 1.1.8 Computer Systems:** The City operates with Oracle Financial Management and HR/Payroll software. The City is beginning the process of upgrading from Oracle platform 12.1.3 to Oracle platform 12.2 during fiscal year 2021. The City does not have any other planned system upgrades with the exception of Oracle mandated patches.
- 1.1.9** Prior to the closing of the retirement plan to new entrants on January 31, 2010, the City of Springfield, Missouri police officers and fire fighters became participants in the Police Officers' and Fire Fighters' Retirement Fund, a single-employer, defined benefit pension plan. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently participants in the LAGERS Pension System. Operations of the Plan are governed by City Ordinance and are administered by the Plan's Board of Trustees.
- 1.1.10** The Board of Trustee's consist of a member of the City Council designated by the Mayor to act as a liaison, one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the Plan, and six citizens recommended by the City Manager and approved by the City Council. The Plan is not subject to the provisions of the Employee Retirement Income Security Act (ERISA) of 1974. The Plan is considered part of the City financial reporting entity and is included in the City's basic financial statements as a fiduciary trust fund.
- 1.1.11** Detailed provisions of the plan in the areas of retirement benefits, disability benefits, survivors' benefits, and all other plan provisions are contained in Chapter 2, Article 6, Division 4 of the Springfield City Code.
- 1.1.12** Employer and Employee Contributions: The City's funding policy provides for periodic employee contributions at actuarially determined rates that, expressed as a percentage of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Police participants entering the Plan prior to June 1, 2006 are required to contribute 20.0% of their annual salary to the Plan for the year ended June 30, 2020. Fire participants entering the plan prior to June 1, 2006 are required to contribute 15.13% of their annual salary to the Plan for the year ended June 30, 2020. The City may, at their discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance.

1.2 INVESTMENTS:

- 1.2.1** The Pension System's investment policies are governed by the Council Ordinances and management policies. The Plan purchases investments from SEC-registered broker-dealers and banks. The asset classes and targets established are as follows:

ASSET TYPE AND CLASS	RANGE	TARGET
Equities	25% -75%	
U.S. Equity (Large Cap)		13%-21%
U.S. Equity (Small Cap)		1.5%-7.5%
Developed Non-U.S. Equity		7%-15.00%
Developed Non-U.S. Equity (Small Cap)		2%-7%
Emerging Markets		8%-14%
Fixed Income	20% - 50%	
Core Fixed Income		7%-13%
Long Duration Fixed Income		7%-13%
Developed Non-U.S. Fixed Income		1%-4%
Emerging Market Fixed Income		2%-4%
Alternatives	0% - 3%	
Real Estate/REITS		0%-6%
Multi-Asset Class		0%-8%
Hedge Fund of Funds		2%-8%
Hedge Funds Credit Event		0%-5%
Infrastructure		0%-4%

- 1.2.2** The Pension System currently has investment managers of various investment styles investing the system assets of approximately \$522 million. The custodial bank that handles all investment transactions is UMB Bank, N.A.

2.0 SCOPE OF SERVICES:

2.1 AUDITING STANDARDS:

- 2.1.1 The auditor shall express an opinion on the fair presentation of the City's financial statements and the City's Police Officers' and Fire Fighters' Retirement System financial statements, in conformity with generally accepted accounting principles for the year ending June 30, 2021.
- 2.1.2 The auditor shall be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board (GASB) as mandated by generally accepted auditing standards.
- 2.1.3 To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the latest U. S. General Accounting Office's Government Auditing Standards, and the provisions of the Uniform Guidance.

2.2 DELIVERABLES: Following the completion of the audits of the fiscal year's financial statements, the auditor shall issue and deliver the following reports:

- 2.2.1 A report of independent auditors on the fair presentation of the basic financial statements for the City of Springfield and the City of Springfield Police Officers' and Fire Fighters' Retirement System for the year ending June 30 in conformity with generally accepted accounting principles.
- 2.2.2 A report on compliance and the internal control over financial reporting based on the following:
 - 2.2.2.1 Audit of the Financial Statements
 - 2.2.2.2 Single Audit
 - 2.2.2.3 Passenger Facility Charge Audit
 - 2.2.2.4 Police Officers' and Fire Fighters' Retirement System
- 2.2.3 In the required reports on compliance and internal controls, the auditor shall communicate any deficiencies found during the audit. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
- 2.2.4 Deficiencies and significant deficiencies discovered by the auditors and not reported above shall be reported in a separate management letter addressed to the City Council, which shall be referred to in the report on internal control. These deficiencies and significant deficiencies shall be discussed with the Director and Assistant Director of Finance prior to inclusion in the management letter.
- 2.2.5 The reports on compliance shall include all instances of noncompliance required to be reported by **Governmental Auditing Standards**.
- 2.2.6 Auditors shall be required to make an immediate report of all fraud and illegal acts or indications of fraud and illegal acts of which they become aware to the City Manager and the Director and Assistant Director of Finance, and the Police Officers' and Fire Fighters' Pension Board if applicable.

2.3 SPECIAL CONSIDERATIONS:

- 2.3.1** The City will submit its comprehensive annual financial report to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting program. The auditor shall be required to provide assistance as needed to the City to continue to meet the requirements of the program.
- 2.3.2** The City may require the auditor's assistance to comply with reporting requirements of the Governmental Accounting Standards Board (GASB), as they relate to both new pronouncements or any subsequent pronouncements issued.
- 2.3.3** The City's most recent financial statement audit revealed no material weaknesses in internal control structure and operation, nor did it reveal any material instances of noncompliance with applicable laws, regulations, contracts, or grants.
- 2.3.4** The City's most recent compliance report did not reveal any deficiencies in internal control over financial reporting that were considered to be material weaknesses. A significant deficiency was identified, and a finding reported. There were no questioned costs.
- 2.3.5** Management believes it has addressed all findings for the fiscal year ending June 30, 2020.
- 2.3.6** The Auditors may be required to assist in determining applicability of reporting requirements of the Governmental Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB) as they relate to both new pronouncements and any subsequent pronouncements. Implementation of the GASB pronouncements currently known should be incorporated into the proposal submitted.

2.4 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

- 2.4.1** All working papers and reports shall be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor shall make working papers available, upon request, to the following parties or their designees:
 - 2.4.1.1** The City of Springfield, Missouri (the City)
 - 2.4.1.2** The auditor of the City's basic financial statements
 - 2.4.1.3** U.S. General Accounting Office (GAO)
 - 2.4.1.4** Parties designated by the federal or state governments, or by the City as part of an audit quality review process
- 2.4.2** In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

2.5 MANNER OF PAYMENT:

- 2.5.1** Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's cost proposal. Interim billings shall cover a period of not less than a calendar month. Billings must clearly indicate the purpose of the charges - financial statement audit, single audit, passenger facility charge audit, or pension audit.
- 2.5.2** Payments shall be made to auditor within thirty (30) working days following submission of proper invoice to the City.
- 2.5.3** Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

2.7 ENTRANCE CONFERENCES, PROGRESS REPORTING AND EXIT CONFERENCES: (A similar procedure shall be followed for the audits of future fiscal years if the City exercises its option of additional audits.) **At a minimum, the following conferences shall be held:**

- 2.7.1** An entrance conference with the Director of Finance and Assistant Director of Finance and Comptroller shall be held at the start of both interim and final fieldwork.
- 2.7.2** Weekly progress reporting shall be made with the Director and Assistant Director of Finance or designee during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any findings or problems encountered and resolution of audit issues.
- 2.7.3** An exit conference with the Director and Assistant Director of Finance shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.
- 2.7.4** An additional exit conference with the Director and Assistant Director of Finance and the City Managers shall be scheduled to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.

3.0 CITY PROVIDED SERVICES: ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

3.1 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE:

- 3.1.1** Finance Department staff will be available during the audit to assist the firm by providing information, documentation, and explanations. Finance Department staff will also assist on items such as confirmations, reports, schedules, etc. when Internal audit staff is not available. Additionally, staff routinely prepares ledgers, financial statements, year-end proof of cash, etc. Offerors may assume that this level of effort and assistance will be continued but may also recommend a different level.
- 3.1.2** Information Systems personnel will be available to assist the auditor with technical issues.
- 3.1.3** City staff shall prepare working papers summarizing all sources of revenues and expenditures for the audit period.

3.2 STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF:

- 3.2.1** City staff shall prepare all sections of the Comprehensive Annual Financial Report, including the Introductory Section, Financial Section (excluding the Independent Auditor's Report), Required Supplementary Information, and Statistical Section.
- 3.2.2** City of Springfield staff shall prepare working papers summarizing all sources of federal awards for use in the completion of the compliance audit.
- 3.2.3** For the pension audit, City staff shall prepare the financial statements, management's discussion and analysis, notes to the financial statements, and all supplementary schedules for inclusion in the report.
- 3.2.4** The City shall provide the auditor with a reasonable work area. The auditor shall also be provided with access to a phone line in the work area, photocopying facilities, and fax machines in an adjacent area.

4.0 ADDITIONAL AGREEMENTS: If applicable, any additional agreement(s)/contract(s) proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.

5.0 TIMELINE:

5.1 TIMELINE FOR RFP PROCESS: The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

Post RFP Notification	March 26, 2021
Question Cutoff date	April 8, 2021 at Noon, Central Time
Receive Proposals	April 22, 2021 at 3:00 P.M., Central Time
Meet to review	week of May 3, 2021
Interviews	week of May 17, 2021
Notice of Recommendation for Award	week of May 24, 2021
Notice to Proceed	week of June 21, 2021

5.2 TIMELINE FOR THE 2021 FISCAL YEAR AUDIT: (A similar schedule will be developed for audits of future fiscal years if the City exercises its option for additional audits.) Each of the following shall be completed by the auditor no later than the dates indicated. (The financial statement audit includes the comprehensive annual financial report (Annual Report), the compliance report, and the passenger facility charge report.)

5.2.1 Interim Work: The auditor shall complete any required interim work for both the financial and pension audit during the months of July and August 2021. Historically, the interim work for both the financial and pension audits has taken 1-2 weeks with 1-2 auditors each.

5.2.2 Detailed Audit Plan: The auditor shall provide a detailed audit plan and a list of all schedules to be prepared by the City by July 1, 2021.

5.2.3 Date Final Field Work May Commence:

5.2.3.1 For the financial statement audit, the City shall have all records ready for final audit and all personnel available to meet with the firm's personnel on October 11, 2021. The auditor shall complete all final field work by November 12, 2021. Historically, final field work has taken 4-5 weeks with 3-5 auditors.

5.2.3.2 For the pension audit, the City shall have all records ready for final audit and all personnel available to meet with the firm's personnel on September 15, 2021. The auditor shall complete all final field work by October 8, 2021. Historically, final field work has taken 1-2 weeks with 1-2 auditors.

5.2.4 Draft Reports:

5.2.4.1 For the financial statement audit, the auditor shall have a draft of the audited financial statements and reports available for management review no later than December 3, 2021.

5.2.4.2 For the pension audit, the auditor shall have draft of the audited financial statements and reports available for review no later than October 29, 2021.

5.2.5 Auditor's Opinion: Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered to:

5.2.5.1 For the financial statement audit, the Director and Assistant Director of Finance by December 8, 2021.

5.2.5.2 For the pension audit, the Director and Assistant Director of Finance, Chairman of the Pension Board of Trustees by November 4, 2021.

5.2.6 Presentations: For the financial statement audit, the auditor shall make two separate presentations of the deliverables prior to December 31, 2021.

5.2.6.1 The first presentation will be made to the City Managers and Director and Assistant Director of Finance.

5.2.6.2 The second presentation will be made to the City Council. The presentation to the City Council will be made on either December 14, 2021 or December 21, 2021, pending the availability of City Council. All reports should be completed and available for the presentation to the City Council. The most recent presentations have included a peer benchmarking report prepared in conjunction with City staff to provide greater context and comparison to the information presented to City Council.

5.2.7 Electronic Version of the Audited Financial Statements: The auditor shall deliver an electronic version of the audited financial statements and reports to the City immediately following the presentation to City Council.

PART II

STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL**1.0 PREPARATION OF PROPOSALS:**

- 1.1** By submitting a proposal, the Offeror certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of the work to be performed.
- 1.2** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.3** The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

2.0 SUBMISSION OF PROPOSALS:

A proposal submitted by an Offeror must (1) be manually, electronically or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be uploaded into the City's e-bidding service provider, DemandStar no later than the exact time and date specified in this Request For Proposal via the following link: https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 (5) include a security deposit if one is required.

- 2.1** Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.2** Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors shall assume full responsibility for timely uploading of the Proposals to the location designated for receipt of Proposals. All Proposals will be received at the time and place specified and made available for public inspection when a fully executed contract is in place.
- 2.3** Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

3.0 LEGAL NAME AND SIGNATURE: Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Title-Signature Page shall invalidate same, and it shall not be considered for award.

4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:

- 4.1** A Proposal may only be withdrawn by the following method prior to the official closing date and time specified:
 - A.** A Proposal may be withdrawn via e-mail to the buyer identified on page one of this document, by the Offeror or its authorized representative.
- 4.2** A Proposal may only be modified by the following method prior to the official closing date and time specified:
 - A.** A Proposal that has already been uploaded may be modified by uploading another proposal and identify "MODIFICATION" on your proposal submittal.
- 4.3** All modified proposals shall not be opened until the official closing date and time to preserve the integrity of the RFP process. Telephone, telegraphic or electronic requests to modify a Proposal/Solicitation shall not be honored. No modification or withdrawal of any response will be permitted after the RFP's specified official closing date and time.

5.0 CLARIFICATION AND ADDENDA:

5.1 Each offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

5.2 It shall be the responsibility of each Offeror, prior to submitting their Proposal, to check the City's e-bidding service DemandStar at https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 to determine if addenda were issued and to make such addenda a part of their Proposal.

6.0 RESPONSIVE AND RESPONSIBLE OFFEROR: To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

7.0 RESERVED RIGHTS:

7.1 The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statement, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

7.2 The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

8.0 THE RIGHT TO AUDIT: The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

9.0 RIGHT TO PROTEST:

9.1 Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.

9.2 Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

10.0 ETHICAL STANDARDS: With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards stated in the City Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from furnishing the goods or services for which the Proposal is submitted and may be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is located in sections 13-3.406-13.3.407 of the City Purchasing Manual. The following is the link to the City Purchasing Manual: <https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

11.0 APPLICABLE LAW: All applicable laws and regulations of the State of Missouri and the City of Springfield, Missouri including the City's Procurement Regulations and Procedures stated in the City Purchasing Manual shall apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the City Purchasing Manual. The following is the link to the City Purchasing Manual: <https://www.springfieldmo.gov/DocumentCenter/View/7604/Purchasing-Manual-PDF>

12.0 JURISDICTION: This RFP and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

13.0 COLLUSION: By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

- 13.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.
- 13.2** Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
- 13.3** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 13.4** The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
- 13.5** No person or agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

14.0 CONFLICT: By submission of its response, the offeror certifies that they are in compliance with items 14.1 through 15.4.

- 14.1** 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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Service Provider/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Service Provider/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Service Provider/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member or City employee forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR PROPOSAL SUBMITTAL TO BE CONSIDERED RESPONSIVE.

15.0 DEBARMENT AND SUSPENSION STATUS:

- 15.1 Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.
- 15.2 Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- 15.3 Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.
- 15.4 Offeror** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

- 16.0 RFP FORMS:** Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted.
- 17.0 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
- 18.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.
- 19.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Title Signature Page. Only the name of the Offerors that submitted Proposals will be read aloud. **Until further notice due to the current Corona Virus (COVID-19) Pandemic and in accordance with social distancing recommendations by the Center for Disease Control (CDC), the name of offerors will be read aloud publicly at the specified proposal closing date and time via teleconference. To participate dial (605) 313-5650, then enter access code 651222.** All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.
- 20.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.
- 21.0 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Service Provider shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Offeror's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.
- 21.1** Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.
- 21.2** The successful Offeror shall have ten (10) days after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.
- 22.0 OWNERSHIP OF DOCUMENTS:** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Service Provider until such time as this Contract is, for any reason, terminated, at which time they become the property of the City.
- 23.0 CONFIDENTIALITY OF DOCUMENTS:** Any reports, data, design or similar information given to or prepared or assembled under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization without prior written approval of the City.

24.0 EQUAL OPPORTUNITY CLAUSE: The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that the City affirmatively ensure that minority businesses will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

24.1 The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **FORM NO. 7 AFFIDAVIT OF COMPLIANCE**.

25.0 BUSINESS LICENSE: The Offeror shall obtain and maintain a business license with the City of Springfield, Missouri, if required by city code and any required state or federal license. The cost for this business license shall be borne by the Offeror. No contract will be executed by the City until this business license has been obtained.

26.0 NONRESIDENT/FOREIGN CONTRACTORS: The Service Provider shall procure and maintain during the life of this Contract:

26.1 If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

26.2 A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

27.0 CERTIFICATE OF COMPLIANCE WITH SECTION 34.600 RSMO., ET SEQ. (ANTI-DISCRIMINATION AGAINST ISRAEL ACT): That pursuant to Missouri Revised Statute Sections 34.600 et., seq. A Service Provider must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et., seq. that the Service Provider is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to Service Providers with fewer than ten people.

PART III
FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS

1.0 FORMS AND ATTACHMENTS: The Affidavit of Compliance Form is required to be uploaded with your Proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.

2.0 PROPOSAL DUE DATE: Proposals shall be uploaded to the Division of Purchases e-bidding service, DemandStar no later than **3:00 P.M., THURSDAY, APRIL 22, 2021**. Proposals will not be accepted after this time.

3.0 ADDENDA: If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at www.springfieldmo.gov/bids and at:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029

Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal response to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the closing time and date.

4.0 SELECTION PROCESS:

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

Step One: Evaluation of Responsive Proposals:

- a. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.
- b. The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- c. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.
- d. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

Step Two: Short List Interviews

- a. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.
- b. The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
- c. The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
- d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

Step Three: Best and Final Offer (BAFO): The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary, a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion, and negotiations.

- 4.1 Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- 4.2 Negotiations:** The City reserves the right to enter into negotiations with the highest-ranking firm. If negotiations with the highest-ranking firm fail, the City may enter into negotiations with the second highest-ranking firm and so on until a contract is executed or if all negotiations fail a new solicitation may be warranted.

5.0 AWARDS:

- 5.1** Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- 5.2** As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- 5.3** Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- 5.4** Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price, and in accordance with the conditions of said accepted Proposal and detailed specifications.

- 6.0 BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.

- 7.0 ORDER OF PRECEDENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Offerors, shall take precedence.

- 8.0 AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror represents, in accordance with RSMO 285.530.2 that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.

- 9.0 OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

- 10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Offeror by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:

Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Offerors reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

The signed and notarized Work Authorization Affidavit AND the Electronic Signature Page from the E-Verify program are to be provided prior to the issuance of a contract.

**CITY OF SPRINGFIELD, MISSOURI
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)**

County of _____)
_____) ss.
State of _____)

My name is _____. I am an authorized agent of _____ ("Offeror"). Offeror is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Offeror does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.

Offeror shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-offeror/sub-contractor that knowingly employs or contracts with an illegal alien.

Affiant

Printed Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

SEAL

12.0 INSURANCE REQUIREMENTS:

- 12.1** Before a contract is executed, the successful respondent shall furnish to the City a CERTIFICATE OF INSURANCE (COI) as described in **Requirements PART IV**. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. A COI shall be required when services are performed on City property.
- 12.2** The Service Provider's insurance must be provided by an insurance carrier with a current A.M. Best's rating of no less than A minus.

13.0 MANDATORY REQUIREMENTS:

- 13.1** The audit firm is independent and licensed to practice in the State of Missouri.
- 13.2** The firm's past experience on comparable government engagements.
- 13.3** The firm has no conflict of interest with regard to any other work performed by the firm for the City.
- 13.4** The firm submits a copy of its most recent external quality control review report and any letter of comments, as well as the firm having a record of quality audit work.
- 13.5** The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.
- 13.6** The proposal demonstrates that the firm has an understanding of the audit objectives, the City's needs and final products to be delivered.
- 13.7** The proposal demonstrates an adequate intention of starting the audit when required, meeting deadlines and completing the audit in a timely fashion.

FIRMS THAT DO NOT MEET THE MANDATORY CRITERIA LISTED ABOVE WILL BE ELIMINATED FROM FURTHER CONSIDERATION.

- 14.0 COMPLIANCE:** The following items shall be provided by proposer to the City of Springfield Division of Purchases. To be considered complete and responsive, Offeror must submit all Pages identified with **"RETURN THIS PAGE"** of this RFP document as well as the specified number of copies. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

14.1 To be provided with proposal submittal:

- Page 1 - TITLE-SIGNATURE PAGE
- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule and Total Cost
- Form No. 7: AFFIDAVIT OF COMPLIANCE
- Form No. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST
- Form No. 9: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (Anti-Discrimination Against Israel Act) (if applicable)
- Executed Addenda (if applicable)
- Additional Agreement(s)/Contracts (if applicable)
- Firm shall submit a copy of its most recent external quality control review report and any letter of comments.

14.2 To be provided prior to the issuance of a contract:

- Business License (if applicable),
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be performed on City property. NOTE: COI shall identify the **SAME** legal entity company name as reflected on the respondent's Form W-9.
- Form W-9 (new vendor only). NOTE: Form W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI).
- Work Authorization Affidavit,
- E-Verify Signature Page.

14.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of offer submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>

14.4 Respondents legal entity company name must be identified the SAME on their Form W-9 and Certificate of Insurance (COI).

15.0 SAMPLE CONTRACT: The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:



City of Springfield
Division of Purchases
218 E Central (65802)
PO Box 8368
Springfield, MO 65801-8368
Ph. 417 864-1620
Fax 417-864-1927

Service Provider
Company Name
Attn: _____
Address _____

Ph. _____
Fax _____

THIS CONTRACT, made and entered into this _____ day of _____, 20_____, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and _____, a company in the State of _____, hereafter referred to as "Service Provider."

WITNESSETH:

THAT WHEREAS, the City of Springfield desires to engage the Service Provider to provide **AUDITING SERVICES** described in Request for Proposal #084-2021 which is attached hereto and incorporated herein as **EXHIBIT A**; and

WHEREAS, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B**; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City's Request for Proposal #084-2021 hereinafter **EXHIBIT A**, and the Service Provider's Response to the RFP, hereinafter **EXHIBIT B**. Where the terms of the RFP or the Service Provider's Response to the RFP conflict, the terms of **EXHIBIT A** shall control.
3. Amount Not to Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of _____ Dollars (\$_____). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services

4. Certificate of Compliance with Section 34.600 RSMo., et seq. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq. A Service Provider must provide a written certification of compliance with the Anti-Discrimination Act, RSMo. 34.600 et., seq. that the Service Provider is not currently engaged in, and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to Service Providers with fewer than ten people.

5. The term of this Contract shall be for a one (1) year period from **JULY 1, 2021** through **JUNE 30, 2022**. The City may at its option renew the Contract up to four (4) additional one-year terms by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP #084-2021; Section 16.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contract term.

6. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

7. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

David Holtmann, Director of Finance
or
Acting Director of Finance

Date

APPROVED AS TO FORM

City Attorney or Assistant City Attorney

Date

SERVICE PROVIDER

By: _____
Company Authorized Signature Date

Name: _____
Print

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
Ben Calia, CPPB, City Purchasing Agent Date
or Acting Purchasing Agent

CITY OF SPRINGFIELD, MISSOURI Administration

By: _____
Jason Gage, City Manager Date
or Designee

16.0 RENEWAL OPTION:

- 16.1** The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- 16.2** If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Purchasing Division no less than sixty (60) days prior to the end of the contract period.
- 16.3** Adjustments in cost at the beginning of each renewal period must be mutually agreed upon by both parties. All requested increases must be accompanied by justification acceptable to the City to establish allowable renewal term pricing.
- 16.4** The City's Purchasing Division staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

17.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS: To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

- 17.1** Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.
- 17.2** It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal. Receipt of an addendum to an RFP by an Offeror must be acknowledged by signing and uploading the addendum with your proposal to https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029 prior to the closing time and date.
- 17.3** Successful Offeror will be notified electronically.

18.0 CRITERIA FOR AWARD: The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 18.1** 20 points for Evidence of Experience & References with Similar Projects (FORM 3)
- 18.2** 30 points for Expertise of Firm/Provider Personnel (FORM 4)
- 18.3** 10 points for Applicable Resources (FORM 1, 2, AND 5)
- 18.4** 20 points for Project Approach (FORM 5)
- 18.5** 20 points for Cost (FORM(S) 6A) *

*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1. (D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. Bids or proposals for procurements with federal funds shall comply with federal regulations for procurement, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and shall not be subject to local preference requirements. **Cost for points shall be calculated by the Purchasing Division.**

ENCLOSURE I
PROPOSAL RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	20	_____
2. Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	10	_____
4. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5. Cost (FORM(S) 6A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	20	_____

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

Evaluation Criteria	Maximum Points	Score
1. Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	20	_____
2. Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3. Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	10	_____
4. Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5. Cost (FORM(S) 6A) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	20	_____

Ranked By: _____

TOTAL POINTS
(100)

ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE (This form must be signed and dated.)	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided.	Page ____ - ____
J.	COST: Form(s) provided: (Form 6A)	Page ____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7 (This form must be signed and dated.)	Page ____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST Form No. 8 (This form must be signed and dated.)	Page ____
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (Anti-Discrimination Against Israel Act) Form No. 9 (This form must be signed and dated.)	Page ____
N.	Affidavit, Work Authorization Form provided. (Must be signed, notarized and submitted prior to the issuance of a contract.)	Page ____
O.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract.)	Page ____
P.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): #
Q.	Firm shall submit a copy of its most recent external quality control review report and any letter of comments.	Page ____

FORM NO. 1: PROVIDER PROFILE

Provide concise information in the following format:

1. Provider Profile:

- a. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:
- b. Provider/Firm is: ___ National ___ Regional ___ Local
Size of Firm:
Size of Firm's governmental audit staff:
- c. Year Provider/Firm Established:
Years of Experience providing RFP identified services/project for municipalities:
Years of Experience providing Auditing Services:
- d. Licensed to do business in the State of Missouri: ___ Yes ___ No
- e. Principal contact information: Name, title, telephone number and email address:
- f. Address of office to perform work, if different from Item No. 1:
- g. For the assigned practice office, please list the number of staff by discipline (financial audit, information technology, tax consulting, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided:
- h. For the assigned practice office, please list the number of staff by category (partner, manager, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided:
- i. For the assigned practice office, please list the number of staff with governmental audit or consulting experience that your Firm/Joint Venture will commit to the City's project or the services to be provided:
- j. For the assigned practice office, please describe your current audit base by industry, size, etc.:
- k. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:
- l. Has this Joint Venture previously worked together? ___ Yes ___ No

2. Independence

- a. The firm shall provide an affirmative statement that it is independent of the City of Springfield, Missouri and its component units, as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States.
- b. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.
- c. The firm shall give the City written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

3. Licensed to Practice in the State of Missouri

- a. An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri.

4. Firm Qualifications and Experience

- a. The firm shall submit a copy of the report and any letter of comments on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.
- b. The firm shall provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.
- c. Describe all pending or settled litigation during the past five (5) years involving the assigned practice office.
- d. Describe any disciplinary actions involving the assigned practice office.
- e. Describe the professional liability and errors and omissions insurance coverage maintained by the Firm including the amounts of maximum coverage and deductibles or retentions.

5. Partner, Supervisory and Staff Qualifications and Experience

- a. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.
- b. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured.
- c. Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement.
- d. If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel during the contract term, the City will retain the right to approve or reject replacements.

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ___ Yes ___ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project.

1. Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2017 and 2020).
 - Municipalities and other government entities.
 - Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided).
 - Governmental entities or other entities for which pension audits have been performed (identify the magnitude of pension fund).
2. For each of the categories of clients listed above in Item #1, please indicate the top five clients that are considered most similar to the City of Springfield, Missouri:
 - Scope of Work
 - Approximate dates service was provided
 - Approximate size of government entity, annual budget, population, etc.
 - Name of engagement partner
 - Total hours
 - Name and telephone number of principal client contact

FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists, and individual service providers that shall be assigned to the City project:

- a. Name and Title:

- b. Project Assignment:

- c. Name of Service Provider/Firm with which associated:

- d. Years of Experience:
With this service provider/firm ____ other service providers/firms ____

- e. Education: Degree(s)/Year/Specialization:

- f. Current Licenses and Organizations:

- g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to, project schedule and detailed approach reasonable/responsive to City's needs, roles of all involved parties clearly identified, identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere, and proposed communication process.

Provide concise information in the following format:

1. Specific Audit Approach

- a. The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part I, Section 2.0 Scope of Services, of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget, Comprehensive Annual Financial Report and related materials, organizational charts, and financial and other management information systems.
- b. Offerors shall provide the following information on their audit approach:
 - Proposed segmentation of the engagement.
 - Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.
 - A description of the extent to which statistical sampling techniques are to be used in the engagement.
 - Type and extent of analytical procedures to be used in the engagement.
 - Approach to be taken to gain and document an understanding of the City's internal control structure.
 - Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - Approach to be taken in drawing audit samples for purposes of tests of compliance.
 - An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.
 - An explanation of the firm's procedures for editing the audit reports and financial statements, how changes are made, and the communication with client personnel during the editing process.
 - An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in the technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.
 - Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.
 - Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2. Identification of Anticipated Potential Audit Problems

- a. The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

3. Other Information

- a. **Staff Education and Development:** The proposal shall identify the firm's policies and practices regarding staff education and development.
- b. **Staff Turnover:** Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.
- c. **Rotation Policy:** Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.
- d. **Policy Regarding Use of Minority Firms:** Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST

Schedule of hourly billing rates for services and overall total project cost to include all related cost associated with the scope of services, to include but not limited to, personnel, total hours and service-related expenses.

PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2021 FINANCIAL STATEMENTS

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$ _____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____	\$ _____
Seniors	_____	\$ _____	\$ _____	\$ _____
Other Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____	\$ _____
Other (specify): _____	_____	\$ _____	\$ _____	\$ _____
Other (specify): _____	_____	\$ _____	\$ _____	\$ _____
Subtotal				\$ _____
Total for services described in Part I, Section 2.0 Scope of Services				\$ _____
Out-of-pocket expenses (Not to Exceed)				\$ _____
Meals and Lodging				\$ _____
Transportation				\$ _____
Total All-Inclusive Maximum Price for 2021 Auditing Services				\$ _____

Note: The rates quoted shall not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. **PROFESSIONAL FEES SPECIFIED HEREIN SHALL BE APPLICABLE FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY.**

RENEWAL OPTION: Provide the maximum percentage increase of the total all-inclusive maximum price for each one-year renewal period.

1st Renewal Option for 2022 Auditing Services: % _____ increase of the total all-inclusive maximum price.

2nd Renewal Option for 2023 Auditing Services: % _____ increase of the total all-inclusive maximum price.

3rd Renewal Option for 2024 Auditing Services: % _____ increase of the total all-inclusive maximum price.

4th Renewal Option for 2025 Auditing Services: % _____ increase of the total all-inclusive maximum price.

[illegible]

RETURN THIS PAGE

FORM NO. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that **(check all that apply)**:

1. ____ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ____ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

3. ____ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.

4. ____ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.

5. ____ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: _____

Title: _____

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

FORM NO. 9: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (Anti-Discrimination Against Israel Act)**Effective August 28, 2020**

(Does not apply to contracts totaling less than \$100,000.00, or fewer than 10 employees.)

I am _____ (name), and am the _____ (title) of
_____ (company name) a (circle one) corporation, partnership, sole proprietorship,
limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

_____. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in 34.600 RSMo., et seq.

or:

_____. The business employs less than 10 employees.

Company Name_____
Signature_____
Printed Name and Title

FORM NO. 10: STATEMENT OF "NO PROPOSAL"**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON **RFP NO. 084-2021** FOR **AUDITING SERVICES** FOR THE FOLLOWING REASON(S):

_____ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY
(PLEASE EXPLAIN REASON BELOW)

_____ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

_____ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

_____ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

_____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

_____ UNABLE TO MEET SPECIFICATIONS.

_____ UNABLE TO MEET INSURANCE REQUIREMENTS.

_____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).

_____ OTHER (PLEASE SPECIFY BELOW).

REMARKS: _____

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

PART IV INSURANCE REQUIREMENTS

The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be rendered on City property. The Service Provider's insurance must be provided by a carrier with a current A.M. Best's rating of no less than A minus.

Without limiting any of the other obligations or liabilities of the Service Provider, the Service Provider shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. 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 the Service Provider to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Service Provider to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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 receipt of Notice of Award of the Contract to the Service Provider and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>) as follows:

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. Commercial General Liability Insurance,** including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Two Million, Nine Hundred Forty Thousand, Eight Hundred Sixty Eight and no/100 Dollars (\$2,940,868.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Forty One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00)** with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Service Provider agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- C. Automobile Liability Insurance:** Covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least **Two Million, Nine Hundred Forty Thousand, Eight Hundred Sixty Eight and no/100 Dollars (\$2,940,868.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Forty One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00)** with respect to injuries and/or death of any one person in a single accident or occurrence.

- D. Errors and Omissions Insurance:** The Service Provider shall maintain a professional liability insurance policy in the amount of \$5,000,000.00 and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.
- E. Subcontracts:** In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain all insurance required in subparagraphs (A), (B), (C) and (D) hereof and in like amounts. Service Provider shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.
- F. Notice:** The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, the policy as specified in subparagraph (E), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**
- G. Legislative or Judicial Changes:** 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 Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's 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.

PART V
STANDARD TERMS AND CONDITIONS

- A. Services.** The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.
- B. Addition to Services.** The City may add to the Service Provider services or delete therefrom activities of a similar nature provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.
- C. Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.
- D. Personnel.** The Service Provider represents that Service Provider will secure at Service Provider's own expense, all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
- E. Conditioned upon acceptable performance.** Provided Service Provider performs the services in the manner set forth in paragraph A hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in this Contract, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in this contract.
- F. Termination of Contract:**
- 1. Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.
 - 1a. Attorney Fees:** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.
 - 2. Termination for Convenience.** The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable

allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.

- G. Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.
- H. Discrimination.** The Service Provider agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Service Provider 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.
- 1. This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 - 2. This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
- I. Occupational License:** The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.
- J. Nonresident/Foreign Service Providers.** The Service Provider shall procure and maintain during the life of this Contract:
- 1.** If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
 - 2.** A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- K. General Independent Service Provider Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.
- L. City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
- M. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

- N. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- O. Delivery:** Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.
- P. Invoices:** An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.
- Q. Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.
- R. Compliance with Applicable Laws:** The Service Provider warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.
- S. Interpretation of Contract And Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.
- T. Provisions by Law Deemed Inserted:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.
- U. Assignment:** The Service Provider shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.
- V. Proprietary Information:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary." This requirement also applies to the electronic copy that is to be submitted.**

All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

W. Indemnity and Hold Harmless:

1. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.
2. The Service Provider shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Contract, or the work or any subcontract thereunder (the Service Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Contract to Service Provider.
3. The Service Provider shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Service Provider's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.
7. The Service Provider shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

X. Sub-Contracts:

1. The Service Provider shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.
2. The Service Provider shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Service Provider is for the acts and omissions of persons directly employed by them.
3. The Service Provider shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.
4. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.



ADDENDUM #1

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

REQUEST FOR PROPOSAL (RFP) #084-2021

FOR: AUDITING SERVICES

Denise Neuleib, Buyer
Email: dneuleib@springfieldmo.gov
Phone: 417-864-1624

Date Issued: April 13, 2021
DUE DATE REMAINS: THURSDAY, APRIL 22, 2021 BY 3:00 P.M.

The original **Request for Proposal #084-2021** for **AUDITING SERVICES** documents shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

Please Note: The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

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- A1. We want our reports to be complete, accurate, and issued by the agreed upon deadline. With respect to the audit engagement, it is a collaborative process between our financial staff and the auditors. We try to have the items from the PBC list ready for the auditors when they start the engagement and other items requested during the audit ready in a reasonable amount of time. Open communication between the audit team and our team is essential. Update meetings at the end of each week to discuss the progress, potential issues, and next steps are helpful to keep the audit on track. Any changes to the financial statements or report documents must be agreed to by both the City and the auditors.
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ACKNOWLEDGEMENT

Each bidder shall acknowledge receipt of this **Addendum #1 of Request for Proposal #084-2021 titled AUDITING SERVICES** with his/her signature affixed hereto; and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:

SIGNATURE: _____

TITLE: _____

COMPANY: _____

DATE: _____

**PROPOSAL TO PROVIDE
PROFESSIONAL AUDITING SERVICES**

CITY OF SPRINGFIELD, MISSOURI

April 22, 2021

Contact person:

Kristen Hughes, Senior Manager
RSM US LLP
4622 Pennsylvania Ave., Suite 1100
Kansas City, MO 64112
816 751 4004
kristen.hughes@rsmus.com



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
218 E. CENTRAL
SPRINGFIELD, MO 65802

Buyer: Denise Neuleib
Email: dneuleib@springfieldmo.gov
Phone: (417) 864-1624

REQUEST FOR PROPOSAL (RFP) #084-2021

TITLE-SIGNATURE PAGE

The City of Springfield will accept electronically submitted proposals through its e-bidding service provider, DemandStar, from qualified persons or firms interested in providing the following:

AUDITING SERVICES

IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES

PROPOSALS MUST BE UPLOADED INTO DEMANDSTAR E-BIDDING SYSTEM LOCATED AT
https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&mi=548029
PRIOR TO THE CLOSING DATE OF **THURSDAY, APRIL 22, 2021, AT 3:00 P.M., CENTRAL TIME**

Until further notice due to the current Corona Virus (COVID-19) Pandemic and in accordance with social distancing recommendations by the Center for Disease Control (CDC), the name of offerors will be read aloud publicly at the specified RFP closing date and time via teleconference. *To participate dial (605) 313-5650, then enter access code 651222.*

The cutoff for any questions pertaining to this solicitation is April 8, 2021 at 12:00 Noon, Central Time. Any questions shall be submitted in writing to the buyer identified above.

Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is REQUIRED to complete, sign and return this form with their submittal. NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.**

Company Name RSM US LLP		Authorized Person (Print) Kristen Hughes	
Address 4622 Pennsylvania Ave., Suite 1100		Signature <i>Kristen Hughes</i>	
City/State/Zip Kansas City, MO 64112		Title Senior Manager	
Telephone # 816 751 4004	Fax # 816 751 1890	Date April 22, 2021	Tax ID # 42-0714325
Email kristen.hughes@rsmus.com		State of Missouri Charter Number or Exemption Number PF1040244	

Page 1 of 44

Revised: BC: 8-21-2020
Approved by Legal:

RETURN THIS PAGE

ENCLOSURE III
TABLE OF CONTENTS FOR SUBMITTAL

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

A.	TITLE-SIGNATURE PAGE (This form must be signed and dated.)	Page 1
B.	TABLE OF CONTENTS: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 5
G.	LIST OF REFERENCES AND EXPERIENCE: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page 6 - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page 7
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided.	Page 8 - ____
J.	COST: Form(s) provided: (Form 6A)	Page 35
K.	AFFIDAVIT OF COMPLIANCE Form No. 7 (This form must be signed and dated.)	Page 9
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST Form No. 8 (This form must be signed and dated.)	Page 10
M.	CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (Anti-Discrimination Against Israel Act) Form No. 9 (This form must be signed and dated.)	Page 11
N.	Affidavit, Work Authorization Form provided. (Must be signed, notarized and submitted prior to the issuance of a contract.) Will provide upon request.	Page ____
O.	E-Verify Program's Memorandum of Understanding Electronic Signature Page (Must be submitted prior to the issuance of a contract.) Will provide upon request.	Page ____
P.	ADDITIONAL AGREEMENT(S)/CONTRACTS: (if applicable) Any additional agreement(s)/contracts proposed by Offeror shall be included with Offeror's proposal as an attachment and may become exhibits of an ensuing City contract.	Attachment(s): # N/A
Q.	Firm shall submit a copy of its most recent external quality control review report and any letter of comments.	Page ____ Appendix B



April 22, 2021

City of Springfield, Missouri
Division of Purchases
218 E. Central
Springfield, MO 65802

RSM US LLP

4622 Pennsylvania Ave.
Suite 1100
Kansas City, MO 64112

T 816 753 3000
F 816 751 1890

www.rsmus.com

Dear: Denise Neuleib

We appreciate the opportunity to provide the City of Springfield, Missouri (the City) our qualifications to continue to serve as your audit services provider. We are prepared to give full attention to the areas of greatest importance to you and look forward to continuing our relationship with the City as a valued client of our firm.

We understand the City is seeking the following services of its audit provider:

- Annual audit of the City of Springfield, Missouri for the years ending June 30, 2021, with the option for each of the four subsequent fiscal years, performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, and generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants (AICPA)
- Annual audit of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System for the years ending June 30, 2021 through 2025, performed in accordance with *Government Auditing Standards* issued by the Comptroller General of the United States, and generally accepted auditing standards as promulgated by the AICPA
- Single audit of the City's federal awards in accordance with the provisions of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Grant Guidance)
- Written communication to management and those charged with governance of significant deficiencies and material weaknesses identified in the audit and a management letter which will include suggestions of operational improvements
- A technical review of the financial statements for compliance with Government Finance Officers Association (GFOA) guidelines for obtaining the Certificate of Achievement for Excellence in Financial Reporting
- Report on compliance with the Passenger Facility Charge Program and report on the schedule of passenger facility charges collected and expended (as required by the *Passenger Facility Charge Audit Guide for Public Agencies*)

We are committed to meet your timing requirements as outlined in your request for proposal.

Why RSM US LLP (RSM)?

Everything about us—our culture, our values, our offices in 87 cities—is designed to help us understand your challenges, earn your trust and contribute to your success. We have a passion for meeting the specific needs of governmental entities. We provide our clients with a high level of commitment and the personal attention your City deserves. We also offer a full array of business consulting and other advisory services designed to help you succeed.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

The following are some features that make us qualified to serve your needs:

- **We understand your industry.** Nationally, we provide services to over 5,500 public sector entities and have developed a governmental practice with the primary goal of developing more specialization within the governmental niche so we can create higher value for our clients through better advice, more efficient audit processes and deeper knowledge of their organization.
- **We understand your business and operations.** The key members of your proposed engagement team serve a large number of governmental entities, including municipalities, each year. This means that we understand the issues unique to municipal operations and will not require on-the-job training—from understanding the risks relating to funding sources; to managing compliance with the grant programs. Working with people knowledgeable of your industry means we will hit the ground running and will provide the City with value-added insights, not just during the audit but throughout the entire year.
- **Exceptional level of service.** We take a team approach that is heavy on experienced partner involvement. You will not just meet the partner at the initial planning sessions; your partner is in contact with you regularly to help ensure we meet your delivery expectations. They will also challenge your thinking, offer potential solutions and provide sound business advice, when appropriate. We are structured to help ensure our clients receive a high amount of attention and involvement. Throughout the year, questions arise concerning accounting procedures, debt refinancing, tax matters, benefit plans, staffing, budgeting and other matters. We believe you will find it reassuring to be able to call experienced professionals and seek their advice whenever needed. We believe you will find our responsive service is different from what you will find with other accounting firms.
- **Our governmental practice has gained a national reputation for excellence.** Many of our governmental clients have been referred to us by regulators, among whom we have developed a reputation for providing quality auditing services. In addition, we have assisted many clients in receiving and maintaining the GFOA Certificate of Achievement for Excellence in Financial Reporting.

Our approach to the audit engagement will establish a delivery system for providing a truly exceptional level of service. Each element of that system, including team structure, staffing, audit approach, communication and coordination, has been examined and refined to fit the needs of the City. In the following pages, our goals are to demonstrate how the City will benefit from selecting our firm as your professional services provider, underscore our commitment to providing you a quality audit at a competitive fee and lay the foundation for an ongoing relationship.

We look forward to continuing our successful relationship and contributing to the City's long-term success. Once you have had the opportunity to review the following response, we would be pleased to discuss your needs in greater detail or make a presentation to your team. Please feel free to contact us with any questions. This proposal is a firm and irrevocable offer for 120 days.

Sincerely



Kristen Hughes
Senior Manager, Audit Services
816 751 4004



Stevi Reid
Manager, Audit Services
816 751 1835



ADDENDUM #1

CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES

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Email: dneuleib@springfieldmo.gov
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Each bidder shall acknowledge receipt of this **Addendum #1 of Request for Proposal #084-2021 titled AUDITING SERVICES** with his/her signature affixed hereto; and shall submit this Addendum and any attachments provided herein with their original bid submittal.

CERTIFICATION BY BIDDER:SIGNATURE: Kristen HughesTITLE: Senior ManagerCOMPANY: RSM US LLPDATE: April 22, 2021

FORM NO. 1: PROVIDER PROFILE

Provide concise information in the following format:

1. Provider Profile:

- a. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address: [RSM US LLP, 4622 Pennsylvania Ave., Suite 1100
Kansas City, MO 64112](#)
- b. Provider/Firm is: ☒ National ☐ Regional ☐ Local
Size of Firm: [12,000 people in 87 U.S. cities; 48,000 people in more than 120 countries](#)
Size of Firm's governmental audit staff: [More than 350 professionals](#)
- c. Year Provider/Firm Established: [1926](#)
Years of Experience providing RFP identified services/project for municipalities: [95](#)
Years of Experience providing Auditing Services: [95](#)
- d. Licensed to do business in the State of Missouri: ☒ Yes ☐ No
- e. Principal contact information: Name, title, telephone number and email address: [Kristen Hughes, Senior Manager
816 751 4004
kristen.hughes@rsmus.com](#)
- f. Address of office to perform work, if different from Item No. 1: [kristen.hughes@rsmus.com](#)
- g. For the assigned practice office, please list the number of staff by discipline (financial audit, information technology, tax consulting, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided: [See page 12](#)
- h. For the assigned practice office, please list the number of staff by category (partner, manager, etc.) that your Firm/Joint Venture will commit to the City's project or the services to be provided: [See page 12](#)
- i. For the assigned practice office, please list the number of staff with governmental audit or consulting experience that your Firm/Joint Venture will commit to the City's project or the services to be provided: [See page 12](#)
- j. For the assigned practice office, please describe your current audit base by industry, size, etc.: [See page 12](#)
- k. If submittal is by Joint Venture or utilizes subcontractors, list participating firms/providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: [Not applicable](#)
- l. Has this Joint Venture previously worked together? ☐ Yes ☐ No

2. Independence

- a. The firm shall provide an affirmative statement that it is independent of the City of Springfield, Missouri and its component units, as defined by generally accepted auditing standards and *Government Auditing Standards*, as issued by the Comptroller General of the United States. [See page 12](#)
- b. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. [See page 13](#)
- c. The firm shall give the City written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest. [See page 13](#)

3. Licensed to Practice in the State of Missouri

- a. An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Missouri. [See page 13](#)

4. Firm Qualifications and Experience

- a. The firm shall submit a copy of the report and any letter of comments on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. [See page Appendix B](#)
- b. The firm shall provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society. [See page 15](#)
- c. Describe all pending or settled litigation during the past five (5) years involving the assigned practice office. [See page 15](#)
- d. Describe any disciplinary actions involving the assigned practice office. [See page 15](#)
- e. Describe the professional liability and errors and omissions insurance coverage maintained by the Firm including the amounts of maximum coverage and deductibles or retentions. [See page 16](#)

5. Partner, Supervisory and Staff Qualifications and Experience

- a. The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, other supervisors and specialists who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Missouri. The firm also shall provide information on the government auditing experience of each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit. [See page 16](#)
- b. The firm shall provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The firm also shall indicate how the quality of staff over the term of the agreement will be assured. [See page 17](#)
- c. Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement. [See page 18](#)
- d. If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel during the contract term, the City will retain the right to approve or reject replacements. [See page 30](#)

FORM NO. 2: KEY OUTSIDE CONSULTANTS

Each respondent must complete this form for all proposed sub-consultants.

SUB-CONSULTANT #1

Name & Address

Not applicable - no sub-consultants in proposal.

Specialty/Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #2

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.
-

SUB-CONSULTANT #3

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

Years of Experience providing Auditing Services:

- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

FORM NO. 3: LIST OF REFERENCES AND EXPERIENCE

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrate current qualifications relevant to the City's project that has been/is being accomplished by personnel that shall be assigned to the City's project.

1. Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2017 and 2020). [See page 20](#)
 - Municipalities and other government entities.
 - Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided).
 - Governmental entities or other entities for which pension audits have been performed (identify the magnitude of pension fund).
2. For each of the categories of clients listed above in Item #1, please indicate the top five clients that are considered most similar to the City of Springfield, Missouri: [See page 18](#)
 - Scope of Work
 - Approximate dates service was provided
 - Approximate size of government entity, annual budget, population, etc.
 - Name of engagement partner
 - Total hours
 - Name and telephone number of principal client contact

a. Name and Title:

c. Name of Service Provider/Firm with which associated:

e. Education: Degree(s)/Year/Specialization:

f. Current Licenses and Organizations:

g. Other Experience & Qualifications relevant to the proposed project:

FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to, project schedule and detailed approach reasonable/responsive to City's needs, roles of all involved parties clearly identified, identify/recognize critical or unique issues specific to the project and successful critical or unique approaches used elsewhere, and proposed communication process.

Provide concise information in the following format:

1. Specific Audit Approach

- a. The proposal shall set forth a work plan, including an explanation of the audit methodology to be followed to perform the services required in Part I, Section 2.0 Scope of Services, of this Request for Proposal. In developing the work plan, reference should be made to such sources of information as the City's budget, Comprehensive Annual Financial Report and related materials, organizational charts, and financial and other management information systems.
- b. Offerors shall provide the following information on their audit approach: [See page 24](#)
 - Proposed segmentation of the engagement.
 - Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.
 - A description of the extent to which statistical sampling techniques are to be used in the engagement.
 - Type and extent of analytical procedures to be used in the engagement.
 - Approach to be taken to gain and document an understanding of the City's internal control structure.
 - Approach to be taken in determining laws and regulations that will be subject to audit test work.
 - Approach to be taken in drawing audit samples for purposes of tests of compliance.
 - An explanation of the firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them.
 - An explanation of the firm's procedures for editing the audit reports and financial statements, how changes are made, and the communication with client personnel during the editing process.
 - An explanation of your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in the technical review, their qualifications and whether they are independent of personnel assigned to the audit engagement.
 - Identify the firm's general approach regarding subsequent years' audit engagements, should the City exercise this option.
 - Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2. Identification of Anticipated Potential Audit Problems [See page 30](#)

- a. The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

3. Other Information [See page 30](#)

- a. **Staff Education and Development:** The proposal shall identify the firm's policies and practices regarding staff education and development.
- b. **Staff Turnover:** Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.
- c. **Rotation Policy:** Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.
- d. **Policy Regarding Use of Minority Firms:** Describe the firm's policy, if such a policy exists, regarding the use of minority firms in completion of the engagement.

FORM NO. 7: AFFIDAVIT OF COMPLIANCE

To be submitted with Offeror's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements._____ **X** We **TAKE** exception to the RFP Documents/Requirements as follows:

We ("RSM US LLP", "us", or "our") have reviewed the City of Springfield ("City") Request for Proposal No. 084-2021 ("RFP") for the provision of auditing services, which contains the terms and conditions ("Terms and Conditions") expected to be incorporated into a negotiated contract ("Agreement").

If the City selects us based upon our response to the RFP, we would expect to utilize our standard audit Arrangement Letter, together with the Contract, with an effective date of MONTH / DAY / YEAR, currently in place between RSM US LLP and the City, in connection with the services provided under the RFP. For this reason, we have not included a list of exceptions regarding the City's RFP; however, if the City selects us based upon our response to the RFP and does not wish to utilize the existing Contract, we would seek to negotiate in good faith modifications, additions, or clarifications of the sample contract typical for the type of professional services contemplated under the RFP. Given our extensive experience in contracting with the City in the past, we are confident that we can reach an agreement with the City on any contracting issues. Notwithstanding anything to the contrary contained in the RFP or this response thereto, our obligation to perform any services is contingent upon the execution by both parties of a definitive agreement.

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this RFP unless otherwise stipulated herein.

Company Name: RSM US LLPTelephone Number: 816 751 4004

By: *Kristen Hughes*
(Authorized Person's Signature)

Fax Number: 816 751 1890

Kristen Hughes
(Print or type name and title of signer)

Email: kristen.hughes@rsmus.com

4622 Pennsylvania Ave., Suite 1100
(Company Street/P.O. Box Address)

Federal Tax ID No.: 42-0714325

Kansas City, MO 64112
(City, State, Zip Code)

Date: April 22, 2021DBE Vendor (Yes/No): No

Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

FORM NO. 8: CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

*****If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment*****

Vendor certifies that (check all that apply):

1. ☒ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. ☒ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.

3. ☐ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.

4. ☐ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.

5. ☐ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

Vendor Certification:

I certify the information above is true and accurate.

By: Kristen Hughes

Title: Senior Manager

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

FORM NO. 9: CERTIFICATION OF COMPLIANCE WITH SECTION 34.600 RSMo., ET SEQ. (Anti-Discrimination Against Israel Act)

Effective August 28, 2020

(Does not apply to contracts totaling less than \$100,000.00, or fewer than 10 employees.)

I am Kristen Hughes (name), and am the audit senior manager (title) of
RSM US LLP (company name) a (circle one) corporation, partnership, sole proprietorship,
limited liability company and am competent and authorized to make the following statement and attest to its truthfulness:

[initial one]

KH. I hereby certify that the company is not currently engaged in and shall not, for the duration of the contract, engage in ^a
 boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by,
 or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with
 the terms and conditions set forth in 34.600 RSMo., et seq.

or:

_____. The business employs less than 10 employees.

RSM US LLP

Company Name

Kristen Hughes

Signature

Kristen Hughes, Senior Manager

Printed Name and Title

PROVIDER PROFILE

Location of office from which work will be performed

Our firm has the size and depth to support specialization in key industries, including state and local government. This focus enables us to provide an audit team with extensive experience serving entities similar in size and complexity to the City. Our work on behalf of the City will be staffed with full-time professionals from our Kansas City, Missouri office which has more than 175 professionals. This office has key employees at all levels who are members of RSM's public sector team and have experience serving governmental clients throughout our Central region (which includes Kansas, Colorado, Missouri, Iowa, Minnesota, Nebraska, Oklahoma and Texas). We anticipate staffing your engagement with one partner, one senior manager, one manager, one senior associate and two staff members. We look forward to leveraging this proximity to provide a high level of personal attention throughout the engagement and whenever you need us during the year.

Title	Total Kansas City Employees	Audit	Consulting	Tax	IT
Partner and principal	10	4	3	3	0
Senior manager and director	19	4	12	3	0
Manager and supervisor	29	6	17	6	0
Professional staff	101	35	47	19	0
Administrative staff	18	0	2	0	1

Depth of our public sector practice

RSM has a national practice focused on serving government entities like the City. We serve the audit, compliance and consulting needs of more than 5,500 public sector clients annually, including over 500 state and local governmental entities, such as cities and towns, utilities, housing authorities, transportation authorities, redevelopment agencies and school districts. This translates into considerable knowledge of the environment in which government entities operate.

Within our public sector practice, we have more than 350 professionals who are committed to serving state and local governments. Our practitioners leverage their experience to create meaningful value for clients through a strong knowledge base and efficient processes. In working with RSM, the City will also benefit from our dedicated resources that closely monitor public sector developments and provide regular communications on accounting, auditing and regulatory pronouncements pertinent to state and local governments.

INDEPENDENCE

RSM US LLP is not currently aware of any existing relationships between our firm and the City, its component units, or its employees that would impair our independence, as defined by the AICPA, the *Government Auditing Standards* (Yellow Book). Potential relationships between our firm and the City that could impair our independence or objectivity include, but are not limited to, the following:

- Our professionals having a direct financial interest in a client or a material indirect financial interest in a client

- Our professionals having a loan to or from a client or an officer, director or principal stockholder of a client
- A member of a professional's immediate family or a close relative being employed in positions of significant influence with a client or an audit-sensitive position with a client
- Our professionals receiving from a client a gift or a discount that is not available to a regular consumer
- Our professionals serving as an officer or director for a client
- Situations that could lead reasonable and informed third parties to conclude that the auditors are not independent and thus are not capable of exercising objective and impartial judgment on all issues associated with conducting the audit and reporting on the work

All RSM partners and professional employees who serve clients are provided access to our policies and procedures relating to independence and conflicts of interest and are educated about prohibited nonaudit services, including consulting services. We obtain annual acknowledgment regarding their understanding of, and compliance with, these policies. Our firm uses our proprietary Client Engagement Assessment of Risks (CLEAR) application, which assists engagement teams in performing consistent and comprehensive evaluations of engagement risk, integrates our independence and business conflict checks process, helps assure that the engagement team has the requisite competency and experience, and provides our audit leadership with deeper insight into the risk profile of our client portfolio. Finally, our professionals have access to professional standards, guidance and tools as well as our National Office of Risk Management when questions arise with regard to a particular service. Your engagement partner will take an active role in determining which nonaudit services we perform and is responsible for working with the City to make prudent decisions in line with all applicable independence rules.

Professional relationships

RSM has served as the external auditor for the City for the past five years. There have been no other professional relationships with the City, or any of its component units during the past five years.

We will give written notice to the City of any professional relationships entered into during the period of this agreement.

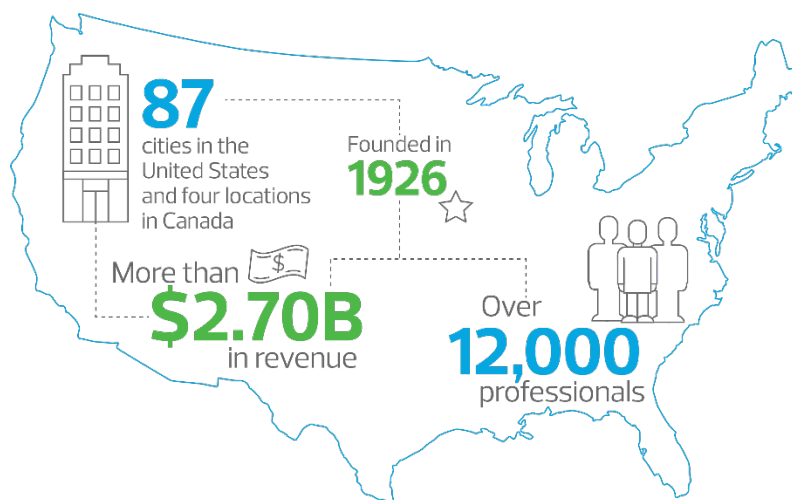
LICENSE TO PRACTICE IN MISSOURI

RSM US LLP holds an active CPA firm license in Missouri.

RSM US and its individually licensed certified public accountants are regulated by a number of state and federal requirements. All partners in the firm are CPAs. All CPAs must be licensed in the state in which their office is located. Our licensing department ensures that our firm and its individual employees are in compliance with the licensing requirements in the states where active firm and individual licenses are held.

FIRM QUALIFICATIONS AND EXPERIENCE

RSM's purpose is to deliver the power of being understood® to our clients, colleagues and communities through national audit, tax and consulting services focused on middle market businesses. The clients we serve are the engine of global commerce and economic growth, and we are focused on developing leading professionals and services to meet their evolving needs in today's ever-changing business environment.



National support, strong local presence

RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 12,000 people in 87 U.S. cities and four locations in Canada, including approximately 175 professionals in Kansas City. It is a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax and consulting firms with over 48,000 people in more than 120 countries. RSM uses its deep understanding of the needs and aspirations of clients to help them succeed.

We combine the resources of a large, world-class firm with the personal service and attention to detail of a small firm. Our engagement teams are composed of professionals who are optimally positioned to serve you, both geographically and in terms of relevant experience. The combination of local presence and national strength assures you will receive exceptional advice from professionals experienced in the governmental industry, prompt responses to your needs and questions, and timely and cost-effective delivery of services.

While our size affords us the national resources needed to serve complex industries, size by itself is not important. What is important are the factors that have resulted in our success. We believe RSM is the right fit because while we possess the experience of a national firm, our client service philosophy matches that of a local accounting firm. Our growth has been the result of our ability to provide our clients with close, personal attention, continuity and accessibility of all professional personnel, including partners, and prompt quality services in a cost-effective and innovative manner.

External quality control review

Our non-SEC audit practice is subject to the triennial peer review requirements of the American Institute of Certified Public Accountants.

The RSM system of quality control for the accounting and auditing practice applicable to non-SEC issuers in effect for the year ended April 30, 2019, was subject to peer review by the firm of BKD LLP, a Government Audit Quality Center (GAQC) member firm. That review included a representative sample of university, government and nonprofit engagements. Under the peer review standards, firms can receive a rating of pass, pass with deficiency(ies) or fail. RSM received a peer review rating of pass. A copy of our most recent peer review report is included in [Appendix B](#).

Results of federal or state desk reviews or field reviews

RSM performs approximately 1,000 audits annually in accordance with *Government Auditing Standards*, approximately 300 of which are single audits. Every year, certain of these engagements are selected for either desk or quality control reviews by state or federal cognizant/oversight agencies.

When any issues arise, our national director of public sector services (who has over 35 years of compliance audit experience) is required to be consulted. He works directly with the engagement teams to mitigate any issues raised in connection with these reviews. All issues raised during the last three years have been resolved to the satisfaction of the oversight agencies involved.

Our own system of quality control also requires that the RSM national director of public sector services be consulted to mitigate any issues that might be internally identified relative to the quality of any prior audits performed by the firm. Any such issues identified in the last three years have also been resolved, when applicable, to the satisfaction of our national director and the oversight agencies involved.

Pending litigation

RSM US LLP is a national provider of accounting, tax and consulting services. Like other professional services firms, we engage in matters with legal and regulatory implications as a part of doing business. At any given time, most public accounting firms have ongoing legal activity.

As is customary within the accounting profession and other professional practices, RSM does not disclose information pertaining to legal proceedings. Settlements and regulatory activity often involve matters that are subject to confidentiality agreements and orders that prohibit comment. However, there are no pending or actual claims that could reasonably be expected to impact our ability to serve our clients generally, or to provide the services contemplated by this proposal, specifically.

Disciplinary action against the firm during the past five years

Like other professional services firms, RSM US LLP engages in matters with legal and regulatory implications as a part of doing business. Therefore, we maintain a system of quality control that is structured to provide reasonable assurance that our personnel comply with applicable professional standards and applicable regulatory and legal requirements.

RSM does not release information pertaining to disciplinary actions against the firm or our personnel. However, there are no pending disciplinary matters, nor have there been any such matters in the past three years, that could reasonably be expected to impact our ability to serve our clients generally, or to provide the services contemplated by this proposal, specifically.

Proof of professional liability insurance and amount of coverage

RSM US maintains appropriate insurance coverage customary for a professional services firm of our financial size and strength. Should RSM be selected as your professional services provider, at your request, the firm will evidence said coverage.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Key personnel assigned to the engagement

RSM is geared to providing you the seasoned professionals and personalized service the City deserves. We are committed to providing the highest quality work. We provide talented, bright professionals for the engagement, all of which are licensed to practice public accounting in the state of Missouri, exceed the minimum professional education requirements of the *Government Auditing Standards* and are independent of the City.

The following professionals would be responsible for the City's audit. The full biographies, including memberships in professional organizations and continuing professional education hours of the team members, are provided in [Appendix A](#).

Team member, engagement role

Kristen Hughes

Senior Manager, Audit Services
kristen.hughes@rsmus.com
816 751 4004

Engagement leader. As your engagement leader, Kristen will be responsible for your complete satisfaction with the services we provide. She will be responsible for assuring the quality of services and continuity of the client service team and will also have ultimate responsibility for the overall quality of the audit. She will help ensure the professional services are delivered in a timely and efficient manner. Kristen has over 18 years of experience auditing government entities and is a reviewer for the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program.

Stevi Reid

Manager, Audit Services
stevi.reid@rsmus.com
816 751 1835

Audit manager—City audit. Stevi will make the determination of specific audit steps, communicate strengths and weaknesses of financial information to the audit partner and monitor all phases of the audit to promote timely completion. She will directly supervise the performance of audit fieldwork and will be responsible for carrying out the audit plan. Stevi has over eight years of experience auditing government entities.

Team member, engagement role

Natalie Newsome

Manager, Audit Services
natalie.newsome@rsmus.com
816 751 1895

Audit manager—pension audit. Natalie will make the determination of specific audit steps, communicate strengths and weaknesses of financial information to the audit partner and monitor all phases of the audit to promote timely completion. She will directly supervise the performance of audit fieldwork and will be responsible for carrying out the audit plan. Natalie has over eight years of experience auditing government entities and pension plans.

Jared Jones

Senior Associate, Audit Services
jared.jones@rsmus.com
816 303 1384

Audit in-charge. Jared will oversee the day-to-day functions of the audit and the professional staff members assigned to the engagement. He will participate in planning and developing the overall audit approach and will monitor all phases of the work to help ensure timely completion.

Marc Sewell

Partner, Audit Services
marc.sewell@rsmus.com
210 253 1506

Engagement quality reviewer: Marc will serve as the engagement quality reviewer ensuring the content of the reports is appropriate and that state, professional and regulatory standards have been met. Marc has more than 20 years of experience auditing government entities.

In addition to the team members listed above, two to three full-time professional staff will be assigned to the engagement team and will be staffed from our government team. These assistants are college graduates and work on governmental engagements throughout the year and have varying audit experience.

Quality assurance with regard to staffing

We recognize the impact staffing changes have on clients and are committed to maintaining continuity and team stability as much as possible. Our policy is to maintain the integrity of the client service team from year to year. While we cannot guarantee that every member of the service team will return each year, we provide staffing consistency whenever possible.

If personnel changes do occur, we know how to minimize disruption. We have a deep pool of government accounting experience from which to draw and will select highly-qualified professionals for your consideration. RSM's senior management on your account will transfer specific knowledge about the City to other team members, helping to bridge any gaps and ensure no interruptions in performance of services. We recognize your right to approve or reject replacements.

Similar engagements with other government entities

A list of the top five clients most similar to the City of Springfield, Missouri is listed below, including contact information and a description of the engagement.

City of Lawrence, Kansas

Jeremy Willmoth, Finance Director

Phone: 785 832 3214

GFOA Certificate Holder

Scope: Engagement includes the annual audit of the City's December 31 basic financial statements and the audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2018.

Approximate size of government: Population 104,000

Engagement leader: Kristen Hughes

Engagement manager: Stevi Reid

Total hours: Approximately 900

City of Blue Springs, Missouri

Christine Cates, Assistant City Administrator—Finance & Administrative Services

Phone: 816 228 0140

GFOA Certificate Holder

Scope: Engagement includes the audit of the City's September 30 basic financial statements and related component units and audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2012.

Approximate size of government: Population 56,000

Engagement leader: Kristen Hughes

Engagement manager: Stevi Reid

Total hours: Approximately 600

City of Tulsa, Oklahoma

Norman Kildow, Controller

Phone: 918 596 7525

GFOA Certificate Holder

Scope: Engagement includes the audit of the City's June basic financial statements and related component units and audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2010.

Approximate size of government: Population 405,000

Engagement partner: Kevin Smith

Engagement senior manager: Kristen Hughes

Total hours: Approximately 3,500

City of Columbia, Missouri

Jim McDonald, Assistant Finance Director

james.mcdonald@como.gov

Phone: 573 874 7388

GFOA Certificate Holder

Scope: Engagement includes the audit of the City's September 30 basic financial statements and related component units and audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2009.

Approximate size of government: Population 120,000

Engagement partner: Kevin Smith

Engagement manager: Kristine Brown

Total hours: Approximately 1,000

City of Topeka, Kansas

Jessica Lamendola, Director of Administrative and Financial Services

Phone: 785 368 1653

Scope: Engagement includes the annual audit of the City's December 31 basic financial statements and related component unit and the audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2019.

Approximate size of government: Population 125,000

Engagement leader: Kristen Hughes

Engagement manager: Stevi Reid

Total hours: Approximately 900

REFERENCES AND EXPERIENCE

Your engagement team has a substantial portfolio of government clients. Following is a list of governmental audit clients that have been served within the past five years or are currently being served by your proposed engagement team. We have indicated which audits include a Single Audit.

Your proposed team's auditing experience with governmental entities—previous five years				
Client name	Service years	Single audit	GFOA certificate	Other utilities
City and County Governments				
Lancaster County, Nebraska	2019-present	√	√	
City of Omaha, Nebraska	2019-present	√	√	√
City of Bettendorf, Iowa	1987-present	√	√	√
City of Cedar Rapids, Iowa	1996-present	√	√	√
City of Council Bluffs, Iowa	2020-present	√		
City of Davenport, Iowa	2010-2019	√	√	√
City of Des Moines, Iowa	2004-present	√	√	√
City of Maquoketa, Iowa	2011-present			
City of Waterloo, Iowa	2008-present	√	√	√
Polk County, Iowa	2005–2009 and 2015–present	√	√	
Rock Island County, Illinois	2002-present	√	√	
City of Blue Springs, Missouri	2012–present	√	√	√
City of Columbia, Missouri	2009–present	√	√	√
City of Excelsior Springs, Missouri	2008–present	√	√	√
City of Independence, Missouri	2012–2018	√	√	√
City of North Kansas City, Missouri	2004–2010 and 2015–2018	√	√	√
City of Riverside, Missouri	2007–present	√	√	
City of Springfield, Missouri	2016–present	√	√	√
Clay County, Missouri	2015–2018	√		
Platte County, Missouri	2011–present	√		
City of Lawrence, Kansas	2018-present	√	√	√
City of Topeka, Kansas	2019-present	√	√	√
City of Overland Park, Kansas	2007–2017	√		
City of Roeland Park, Kansas	2002–2017		√	
City of Shawnee, Kansas	2019-present		√	
Shawnee County, Kansas	2016–present	√		
City of Fort Collins, Colorado	2008–2017	√	√	√
City of Northglenn, Colorado	2014–present		√	√
City of Thornton, Colorado	2017–present	√	√	√
City of Duncan, Oklahoma	2011–2018			√
City of Enid, Oklahoma	2013-present	√		√
City of Midwest City, Oklahoma	2008-present	√		√
City of Tulsa, Oklahoma	2010–present	√	√	√
Special Districts and Authorities				
Lincoln Water and Wastewater, Nebraska	2014–present			√
Metropolitan Utilities District (Omaha), Nebraska	2014–present			√
Kansas City Area Transportation Authority, Missouri	2006–present	√		
Colorado River Conservation District, Colorado	2007–present	√		
Colorado Housing and Finance Authority, Colorado	2015–present		√	
Parker Water and Sanitation District, Colorado	2013–present			√
Poudre Fire Authority, Colorado	2009–2017			

Your proposed team's auditing experience with governmental entities—previous five years				
Client name	Service years	Single audit	GFOA certificate	Other utilities
Special Districts and Authorities (continued)				
Poudre River Public Library District, Colorado	2009–2017			
Des Moines Water Works, Iowa	2004–present			
Polk County Health Services, Iowa	2015–present			
Polk County Wells Fargo Arena, Iowa	2015–present			
Metropolitan Airport Authority, Illinois	1978-2019			
TaxSlayer Center, Illinois	1996-present			
Overland Park Development Corp, Kansas	2007–2017			
Overland Park Convention Center, Kansas	2007–2017			
Commissioners of the Land Office, Oklahoma	2015-present			
Oklahoma Student Loan Authority, Oklahoma	2011–present	√		
Oklahoma Lottery Commission, Oklahoma	2006-present			
Metropolitan Tulsa Transit Authority, Oklahoma	2010–present	√		
Regional Metropolitan Utility Authority, Oklahoma	2010–present			√
Tulsa Airports Improvement Trust, Oklahoma	2010–present	√		
Tulsa Authority for Recovery of Energy, Oklahoma	2010–present			√
Tulsa Development Authority, Oklahoma	2010–present			
Tulsa Metropolitan Utility Authority, Oklahoma	2010–present			√
Tulsa Parking Authority, Oklahoma	2010–present			
Tulsa Performing Arts Center Trust, Oklahoma	2010–present			
Tulsa Public Facilities Authority, Oklahoma	2010–present			
School Districts				
Kansas City Public Schools, Missouri	2007–present	√		
Cedar Rapids School District, Iowa	2008–present	√	√	
Des Moines Public Schools	2004–present	√	√	
Iowa City Community School District, Iowa	2004–present	√	√	
Colorado Springs School District No. 11, Colorado	2008–2017	√	√	
Douglas County School District RE-1, Colorado	2012–2017	√	√	
Moline-Coal Valley School District No. 40, Illinois	2001–present	√		
Mandaree Public School District No. 36, North Dakota	2009–present	√		
Francis Tuttle Technology Center, Oklahoma	2014–present	√		
Oklahoma City Public Schools, Oklahoma	2006–present	√		
Union Public Schools, Oklahoma	2004–present	√		
Tulsa Public Schools, Oklahoma	2009–present	√		
Tribes				
Otoe-Missouria Tribe	2012–2018	√		
Sac & Fox Tribe of the Mississippi in Iowa	1998–present	√		
Governmental Pension Plans				
Jackson County, Missouri Revised Pension Plan	2012–present			
KCATA Union Employees' Funded Pension Plan	2012–present			
KCATA Retirement Plan for Salaried Employees	2006–present			
City of Springfield, MO Police and Fire Pension Plan	2016–present			
City of North Kansas City, MO Police and Fire Fund	2004–2010; 2015–2018			
Metropolitan Tulsa Transit Authority Union Pension	2010–present			
Tulsa Municipal Employees Pension Plan	2010–present			
City of Columbia, MO Police and Fire Retirement	2009–present			
Overland Park, KS Municipal Employees Pension	2008 - 2017			
Overland Park, KS Police and Fire Retirement Plans	2008 - 2017			
Des Moines Water Works Pension Plan	2004–present			
Des Moines Teachers' Retirement System	2004–present			

Use of audit technology

We continually invest in audit innovation because audit quality is paramount to what we do, and we want to perform audits in the most productive manner possible. Technology automates certain audit procedures and the flow of audit documentation; this automation, in turn, enables our auditors to more intently focus on what really matters—the design and results of audit procedures related to the areas with the highest risk.



RSM Orb, our optimal risk-based audit methodology. Deployed across more than 100 countries worldwide, RSM Orb is designed with a focus on the middle market and scales with client complexity to provide a robust, quality audit. Our technology platform and proprietary methodology enables our auditors to focus on your risks and design procedures tailored to your unique circumstances and environment. RSM Orb enables us to develop a deeper understanding of your operations, providing you with critical insights now and for the future.

An RSM audit delivers:

- **Consistency.** A consistent approach across any number of operations and jurisdictions, tailored to your unique risks and circumstances
- **Innovation.** Optimizing our use of technology in how we plan and conduct our work to enhance your audit experience
- **Critical insights.** Pinpointing those areas that require closer scrutiny and enhanced judgment, enabling us to be more effective in addressing risk areas and adding intellectual value and critical insights
 - **Confidence.** Through robust and considered planning, an efficient technology platform and a highly qualified, experienced team



Computer-assisted audit tools we use to achieve a more effective and efficient audit are summarized below:

IDEA®, for digging deep into big data. We use IDEA as our data mining and extraction tool to analyze big data and gain audit insights from that underlying data. IDEA improves audit efficiency in many functions, such as: (a) sampling, including selection and evaluation for systematic, random, stratified random, monetary unit and attribute sampling; (b) field manipulation that allows fields to be appended for calculations and recomputations, facilitates account reconciliations and analyzes the population for major or unusual transactions; and (c) field statistics that display and print statistics about transactions.

IDEA also can:

- Search complete data sets, such as when probing for fraudulent journal entry characteristics during journal entry testing
- Perform data combinations, such as when pulling general ledger information into one file or comparing accounts payable to disbursements

RSM Collaborate. Our proprietary RSM Collaborate tool—a secure, internet-based platform designed to optimize engagement management and accountability—enables RSM and client teams to stay in touch and simplify the workflow process. The City can leverage Collaborate to stay in touch with your engagement team from any location. Collaborate enables us to collect, organize and track your documents. The impact: Collaborate drives efficiencies and enhances productivity in the timing of our audit of those documents. The City and RSM will benefit through an efficient exchange of files and a reduced risk of unauthorized access to data. Other Collaborate features include:

- Engagement calendars to track milestones
- Functionality to assign tasks and due dates and track related progress
- Protocols to manage document iterations, assisting with version control
- Safeguards to enable secure transfer of files, centralization of data and protection of confidential and sensitive information
- Ability to control information access with respect to distinct tasks
- Capability of issuing updates, alerts and notifications of pending deadlines

Data visualization, to see the big picture. Data visualization converts complex raw data into a visual form, reducing the volume of data to a manageable size and allowing auditors to focus on crucial data points. Visual elements help auditors better analyze complex information because, they can see connections that would be more difficult to notice using text alone. Our engagement teams use charts and graphs in Excel spreadsheets in many areas of audit testing to help gain insights, draw conclusions and convey information gained to stakeholders. Some examples of the use of data visualization include:

- Time series visual of sales trends by department
- Scatter plots to identify outliers in a particular data set, such as claims and payments
- A bar graph of monthly payment trends by major customer
- Color correlation graphs of shipping costs with related sales

PROJECT APPROACH NARRATIVE

Audit services

Integrity, objectivity and independence are the foundations of an audit that instills confidence. We meet these objectives with an audit approach tailored to the risks and control systems of each client we serve. Designed for organizations like the City, the RSM audit methodology allows your engagement team to use professional judgment in planning an overall audit strategy.

How our audit is different. Our audit approach is specifically designed for public sector entities with consideration for their controls, systems and personnel resources. We are actively involved with management, and City Council to help ensure they are engaged in the audit process and thoroughly understand audit results and recommendations for the future.

We differentiate ourselves through:

- High level of partner involvement
- Motivation to learn all the facets of your organization
- Governmental industry specialization
- Regular communication with management throughout the audit process
- Commitment to minimizing disruption for your personnel

No surprises

In serving the City, we will communicate with you frequently throughout the audit process and throughout the year to address and resolve issues, new accounting standards and changes in your operations.

Key steps in the RSM audit process

UNDERSTAND THE CLIENT	RISK ASSESSMENT	FURTHER AUDIT PROCEDURES	EVALUATION	DELIVERY
· Business objectives · Financial performance · Accounting policies · Internal control	· Risks of material misstatement (error or fraud) · Significant risks · Control deficiencies	· Tests of controls · Substantive analytical procedures · Substantive tests of details	· Audit evidence · Uncorrected misstatements	· Issue reports

- **Understand the client.** We learn as much as possible about your business up front in order to properly understand the account balances, classes of transactions and disclosures relevant to your activities.

- **Risk assessment.** We assess the risk that errors or fraud may cause a material misstatement of financial statements. We next decide whether the identified risks relate to specific relevant assertions related to significant account balances, classes of transactions or disclosures, or whether they relate to the financial statements taken as a whole and potentially affect many relevant assertions. We then determine which of the identified risks of material misstatement are significant risks that require special audit consideration. We also identify internal control deficiencies as part of our risk assessment process.
- **Further audit procedures.** We next determine the nature, timing and extent of tests of controls and substantive procedures necessary to address the risks identified. We select transactions for testing using various approaches, which may include specific identification of transactions or may involve sampling. When audit evidence obtained from the audit procedures results in identification of previously unidentified risks of material misstatement or contradicts planned risk assessment procedures, we revise the assessment and plan and perform additional audit procedures to reduce risk of material misstatement related to those assertions to an acceptably low level.
- **Evaluation.** At the conclusion of the audit, we evaluate the sufficiency and appropriateness of the audit evidence obtained and whether the assessments of the risks of material misstatement at the relevant assertion level remain appropriate. We may redesign planned audit procedures based on our evaluation. We also evaluate the effects, both individually and in the aggregate, of factual, judgmental, and projected misstatements that are not corrected by the organization. We communicate all misstatements identified during the audit, other than those we believe to be trivial, to management and the City Council on a timely basis.
- **Delivery.** Our audit culminates with the issuance of a report on the financial statements, report on internal control over financial reporting, report to the City Council and, if applicable, communications of material weaknesses and significant deficiencies.

Proposed segmentation of the engagement

- **Acceptance and re-evaluation.** Prior to accepting or continuing an engagement, we perform certain procedures to evaluate the prospective client. Our due diligence procedures for audits include discussions with the predecessor audit firm and review of prior audit workpapers, among other procedures.
- **Preplanning.** The first step of the audit is preplanning, which involves meeting with management of the City to clearly identify the lines of communication, perform a risk analysis, discuss audit scopes, discuss any concerns and set expectations. During this time, we will discuss and coordinate with the City the materials that we would expect the City to prepare, and discuss the level of support and types of activities that will be expected for the City, including approximate time requirements of staff. We would anticipate the level of support and schedules requested will be generally consistent with those the City has prepared in the past (including confirmation letters, preparation of workpapers, providing supporting documentation, etc.), yet we are open to changes the City feels would improve the audit process. We will also establish a preliminary timetable to ensure a smooth audit process.
- **Interim fieldwork.** The next step in the audit process is the performance of interim fieldwork. This would take place at some point before year-end, at the convenience of the City, and would consist of obtaining and documenting the City's system of internal controls and testing these controls. A progress meeting would be held with management at the end of this period for the purpose of communicating any internal control deficiencies and/or findings and confirming the audit plan for final fieldwork.

- **Final fieldwork.** Final fieldwork is the largest part of the audit process and includes our substantive test of details and variance analysis. Throughout the fieldwork phase, our audit team will be in constant dialogue with the appropriate personnel from the City to review the progress of the audit to help ensure the audit remains on track and the progress has been communicated.
- **Reviews.** To help ensure the final audit is of the highest quality, we review files and reports several times. Each review focuses on specific areas of the audit, with intentional overlap so every part of the audit is reviewed at least twice. RSM performs these reviews while in the field.
- **Resolution of accounting issues.** Because we communicate frequently with you throughout the year, we expect few, if any, major accounting-related issues to arise during the audit. Most accounting issues arise from a misunderstanding of the facts, circumstances and complexities unique to an organization and its industry. Because we take a business advisory approach to auditing, we truly believe we are better equipped to understand the issues surrounding management's position on accounting and reporting matters. Rather than analyze the transaction after the fact, we will help management and the finance department with their decision-making process as accounting issues arise.
- **Audit conclusion.** At the conclusion of the audit process, we will have an exit conference with management of the City to summarize the results of fieldwork and review significant findings, including proposed management letter comments. We will then issue a management letter discussing these internal control recommendations and weaknesses. The letter will also include observations about accounting methods and procedures, business and industry practices or issues, operational ideas and suggestions to further enhance the City. We will advise you of any new accounting pronouncements that have been or may be issued and indicate their potential impact on you. We will meet with management of the City at the conclusion of the audit to discuss the results of our work and present to the City Council the audited financial statements and related deliverables.

We anticipate the following schedule would be used for the 2021 audit. These dates can be altered to meet the City's goals:

Audit services	Timing
Entrance conference with management	Prior to interim fieldwork
Preliminary/interim fieldwork and compliance testing	July/August
Pension final fieldwork	September
Final fieldwork, including compliance testing	October/November
Report review and drafts of deliverables to the City	November (Pension–October)
Presentation to the Council	December (Pension–November)

Fieldwork segment	Number of Hours Anticipated				
	Engagement leader and quality control reviews	Engagement manager	In-charge	Other staff	Total
Financial statement audit					
Planning and interim fieldwork	10	10	45	25	90
Final fieldwork	40	85	160	500	785
Wrap-up and report reviews	20	20	10	10	60
Total	70	115	215	535	935
Pension audit					
Planning and interim fieldwork	3	5	20	20	48
Final fieldwork	7	10	40	45	102
Wrap-up and report reviews	5	5	5	-	15
Total	15	20	65	65	165

Sampling

Effective use of sampling generally allows us to achieve audit objectives in a more efficient manner. The approach we use for sampling is consistent with our professional standards and guidance found in the AICPA Audit Guide, *Audit Sampling*. RSM does not rely solely on the results of a single procedure to reach a conclusion on an assertion relating to an account balance, class of transactions, or the operating effectiveness of controls. Rather, our audit conclusions are usually based on evidence obtained from several sources as a result of applying a number of procedures. The combined evidence obtained from the various procedures is considered in reaching an opinion about whether the financial statements are free of material misstatement.

Our professional standards provide guidance for planning, performing and evaluating audit samples. Such standards include guidance related to sampling risk, sampling in substantive tests of details, and sampling in tests of controls, as well as discussion of dual-purpose samples. This guidance also addresses sampling considerations when performing a financial statement audit—with an emphasis on testing account balances or classes of transactions that may contain misstatements—as well as testing internal control over financial reporting.

We may employ audit sampling to obtain sufficient appropriate audit evidence in a compliance audit of federal and/or state awards. It should be noted, however, that the compliance audit environment differs from sampling in a financial statement audit.

Type and extent of analytical procedures to be used in this engagement

Analytical procedures are a required part of every audit engagement under current auditing standards. The following is a summary of how we plan to use these procedures throughout our audit:

- **Planning analytics.** Analytical procedures will be used in planning the audit to (a) enhance our understanding of the City and its environment, and (b) identify risks of material misstatement. In performing analytical procedures as risk assessment procedures, we will develop expectations about plausible relationships that are reasonably expected to exist. When the relationship of the recorded amounts or ratios developed from recorded amounts yields unusual or unexpected relationships, we will consider those relationships in identifying risks of material misstatement. Accordingly we will design our audit procedures to address those risks of material misstatement.
- **Analytics as a substantive test.** Analytical procedures will be used as substantive procedures throughout fieldwork and wrap-up phase of the audit that contribute to all the objectives of substantive tests, but particularly those of existence or occurrence, valuation or allocation and completeness. The substantive analytical procedures we use focus primarily on revenues and expenditures/expenses of the City.
- **Final review.** We utilize analytical procedures during our final review of the financial statements. Our objective is to consider whether any items do not meet our expectations developed during the course of our fieldwork.

Analytical procedures may be used as substantive procedures that contribute to all the objectives of substantive tests, but particularly those of existence or occurrence, valuation or allocation, and completeness. Well-designed analytical procedures often can detect fictitious additions to the recorded amounts, inadvertent or deliberate omissions from the recorded amounts, improper valuation of assets or liabilities, or improper allocation of revenues, expenses, gains and losses.

Because analytical procedures can be applied to almost every financial statement account and are often more efficient to apply than tests of details, it is desirable to employ them to the extent possible. The required extent of substantive tests of details is then varied inversely with the degree of assurance already obtained.

The process of applying analytical procedures includes the following steps:

- Identify the factors on which a given accounting result should depend
- Determine the relationship between the accounting result and those underlying factors
- Predict what the current result should be if that relationship continued
- Compare the actual current result to the prediction
- Investigate and corroborate significant variances between the actual current result and the prediction
- Reach a conclusion as to the reasonableness of the reported result

Approach to be taken to gain and document an understanding of the City's internal control structure

A solid understanding of the City's systems of internal controls will be the foundation of our audit process. Our assessment of internal control is concentrated in the following areas:

- Inquiries of appropriate entity personnel regarding the design and/or application of a relevant internal control policy or procedure including the classes of transactions to which the policy or procedure applies; how it is applied and by whom; and the disposition of exceptions detected by the policy or procedure

- Inspection of documents and/or reports evidencing the design and/or application of the relevant policy or procedure by the City personnel; noting how the policy or procedure is applied and by whom; the classes of transactions to which it applies; and the disposition of exceptions detected by the policy or procedure
- Observation by the auditor of the performance of the relevant policy or procedure by the City personnel; noting how the policy or procedure is applied and by whom; the classes of transactions to which it applies; and the disposition of exceptions detected by the policy or procedure
- Re-performance of the application of the policy or procedure by the auditor and comparison between the results obtained by the auditor and the results obtained by the entity personnel

Our audit approach is based on our gaining a solid understanding of your internal control systems. This understanding, along with testing the significant control areas, will allow us to reduce substantive testing procedures, focus the audit approach to risk areas and gain efficiencies as we audit the City. We will also draw on this understanding to provide feedback in our management letter about opportunities you may have to strengthen controls or streamline processes.

Approach to be taken in determining laws and regulations that will be subject to audit test work

Local governmental entities are subject to various laws and regulations that could impact the nature, timing and extent of audit procedures performed. Our audit approach encompasses an understanding of these laws and regulations, how they impact the financial statements, and devises appropriate audit procedures to (a) assess whether there have been events of noncompliance that may have a direct and material effect on the financial statements or (b) provide a basis of reporting on the City's compliance with such laws and regulations.

Approach to be taken in drawing audit samples for purposes of tests of compliance

In order to meet compliance-related objectives of the single audit, we gather sufficient appropriate evidence related to the City's compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program. We apply the sampling guidance found in the AICPA Audit Guide, *Government Auditing Standards* and *Single Audits*, when the audit is also performed to address compliance audit requirements for expenditures of federal and state awards in accordance with applicable single audit requirements.

Review of financial statements and audit deliverables

RSM has a system of quality control that includes multiple reviews of the financial statements drafted by City personnel, as well as the other audit deliverables. After each review, any questions or suggested edits to the financial statements are discussed with the City's finance department. RSM's report processing center can assist with the deliverables, however no edits are made to the City's financial statements without first discussing them with the City's finance department and obtaining their approval.

Quality assurance plan

RSM has a system of quality control for our assurance practice that is structured to provide reasonable assurance that our personnel comply with applicable professional standards and applicable regulatory and legal requirements, and that our firm issues reports that are appropriate in the circumstances. The policies and procedures designed to implement the system include the following elements:

- Leadership responsibilities for quality within the firm
- Relevant ethical requirements

- Acceptance and continuance of client relationships and specific engagements
- Human resources
- Engagement performance and monitoring

Responsibility for the design, implementation and monitoring of RSM's quality control system rests with our firm's National Office of Risk Management. RSM develops and maintains a number of manuals and other guidance material to implement its quality control system. We monitor our quality control system through annual internal inspections. Our SEC audit practice is subject to annual inspection by the PCAOB, and our non-SEC audit practice is subject to triennial peer review.

Our commitment to auditor independence and integrity, which is reflected in our audit process and review, helps ensure that independence is not jeopardized. All of the reports for the City will be subject to a concurring review by an audit and accounting specialist who is not part of your day-to-day engagement team. Marc Sewell is an experienced engagement quality reviewer and governmental financial reporting specialist and will fill the quality control review role on your engagement. He is independent of the personnel assigned to the engagement.

Extent of the use of other auditors

For components of the City's financial statements to be audited by other auditors, our firm policy is to follow applicable group audit standards. The audit team also incorporates into its audit approach and risk assessment process, a review of the internal audit reports issued by other auditors engaged by the City.

IDENTIFICATION OF ANTICIPATED POTENTIAL AUDIT PROBLEMS

We do not anticipate encountering any special issues or problems during the course of our audit. In the event that issues or problems arise, we will immediately discuss them with City management and/or the City Council to determine an appropriate course of action to address the issue.

OTHER INFORMATION

Staff education

There is a direct correlation between excellent client service and highly trained staff. RSM professionals are dedicated to continued learning. Your proposed engagement team is committed to learning the nuances of your business and will continually develop their technical skills through mandatory CPE. Our professionals are required to participate in at least 20 hours of qualifying CPE every year and at least 120 hours on a rolling three year period. While your team has extensive experience in the public sector industry, we recognize the City has specific goals and business operations. Your team will continue to build their knowledge of legislative and economic issues that may impact the City and provide training and other educational opportunities for you.

Staff turnover

Because excellent client service begins with engaged, knowledgeable employees, we are strongly committed to continual improvement in the area of employee retention. We support this goal through a variety of career development programs and initiatives that promote work-life balance, fulfilling personal lives and overall job satisfaction. While turnover rates fluctuate from year to year, RSM US' employee attrition rates are generally consistent with the industry average.

Partner and staff rotation policy

For audits of public sector entities, RSM policy does not require staff rotation, other than rotation of the engagement quality reviewer (EQR). Per the policy, an individual should not be appointed to the EQR role if, during the seven-year period ending with the current year to be audited, that individual will have served in the EQR role for more than five years, unless the individual assigned to the EQR role is a member of the National Professional Standards Group, including the Regional Professional Practice Office. Also, an individual should not be assigned to the EQR role if that individual has served in the engagement partner or relationship leader role in either of the two previous years. We believe required rotation of the EQR provides a fresh look at audit planning and procedures, and helps to ensure the exercise of objectivity and professional skepticism during the audit.

We are willing to implement a reasonable client-specific audit rotation program upon request.

Policy regarding use of minority firms

Like the City, RSM is committed to the principles of Equal Employment Opportunity and Affirmative Action—and our engagement teams reflect that commitment to the degree possible.

Our specific policies and Affirmative Action plans are supported by many programs and practices that are part of our firm culture. As a result, our workforce—while still emerging and maturing—includes significant female and minority representation. We have also increased the number of female and minority employees in professional and managerial levels over the past few years.

While we are proud of our firm's progress toward diversifying our workforce, we recognize these efforts as a beginning and not an end. Proposed staffing for the City underscores this need for continued improvement. Should opportunities arise to supplement this team in a manner that increases diversity, we will make every effort to do so.

RSM makes integration of self-certified "disadvantaged" businesses an imperative. Our firm meets subcontracting goals stated for most of our engagements by allocating significant percentages of work, both in value and performance, to such partners.

In this manner, we promote the professional and financial growth of:

- Minority business enterprises (MBE)
- Women's business enterprises (WBE)
- Small business enterprises (SBE)
- Historically underutilized businesses
- Service disabled veteran–owned businesses
- Alaskan native–owned businesses

RSM helps our public sector clients achieve their inclusion goals in the following ways:

- Maintaining long-established relationships with firms holding the MBE, WBE and SBE designations
- Screening and selecting the right resources to meet specific requirements
- Promoting engagement success through optimized staffing and project management
- Providing our subcontracting partners the opportunity to provide meaningful technical expertise whenever possible

Vision and values

RSM is committed to being the first-choice adviser to middle-market leaders. Our core values—respect, integrity, teamwork, excellence and stewardship—are the foundation of how we interact with clients and each other.



*Our core values—**respect, integrity, teamwork, excellence and stewardship**—are the foundation of how we interact with clients and each other.*

Culture, diversity and inclusion at RSM

RSM is a thought leader in the profession concerning the imperatives of culture, diversity and inclusion (CDI). At RSM, CDI defines how we thrive—not only because it's part of our values, but because it's how we foster an inclusive workforce, help the middle market address an ever-changing world and generate better business results for our clients and our firm. Internally, RSM invests over \$3 million annually, including nine full-time resources and over 200 professionals serving dual roles executing our CDI programming. The CDI focus at RSM spans four strategic pillars:

- 1. Workforce.** The recruitment, advancement and retention of underrepresented women and minorities and the inclusive talent experience for all professionals is an imperative for RSM. The firm funds 12 employee network groups (ENGs) to address the needs of our diverse talent population and, by extension, to increase cultural competency in our client service.
- 2. Workplace.** Our enterprise-wide Inclusion Council, which is comprised of our chief executive officer and other executive leaders, ensures CDI is a funded and strategic priority. RSM further ensures that CDI has impact and drives inclusion into our policies and the fabric of our business. CDI collaborates with our human resources, recruiting and professional development teams as well as audit, tax and consulting teams.
- 3. Marketplace.** RSM supports diverse suppliers and organizations across the profession, including the National Association of Black Accountants (NABA), Association of Latino Professionals For America (ALPFA), Ascend, Student Veterans of America (SVA) and the American Institute of Certified Public Accountants (AICPA) Women's Leadership. Through initiatives such as the Middle Market Collaborative for Understanding and publications such as Inclusion: An Evolving Mosaic—RSM's Annual Diversity Report, and thought leadership on key inclusion subjects, RSM extends its culture, diversity and inclusion commitment to our marketplace partners.
- 4. Community.** RSM's CDI program provides support for nonprofit efforts and organizations in the communities where we do business. These efforts bridge the divide for the disadvantaged and facilitate opportunity for the workforce of the future. CDI corporate social responsibility includes scholarships, sponsorships and volunteerism with hundreds of charitable entities, associations, colleges and universities annually.

Other milestones and highlights of the RSM CDI program include:

- RSM's CDI founder, Richard Caturano, is a former Chairman of the AICPA and founder of the National Commission on Diversity and Inclusion (NCDI) at the AICPA. He is a recipient of their highest honor, the Gold Medal award, for his visionary leadership on diversity and inclusion. RSM's NCDI role provides the firm access to best practices in diversity and inclusion from across the profession.
- The CDI team includes dedicated full-time professionals certified in diversity, inclusion and organizational behavior from Cornell and Harvard Universities, among others. RSM diversity leaders have received numerous recognitions, including 2020 leadership honors from Diversity MBA Magazine.
- Over 50% of RSM's 12,000+ person workforce are members of one or more of the firm's 12 employee network groups (ENGs).
- In July 2017, our Managing Partner and Chief Executive Officer (CEO) Joe Adams joined a coalition of what is now more than 1000 CEOs of the world's leading companies and organizations in signing [CEO Action for Diversity & Inclusion's](#)™ pledge to advance diversity and inclusion in the workplace. By signing this pledge, these leaders agreed to take action to foster environments where diverse experiences and perspectives are welcomed, and where people feel comfortable and empowered to discuss diversity and inclusion.
- RSM has developed training programs addressing cultural and leadership dexterity which are delivered annually firmwide and across all lines of business.
- RSM was named one of America's "Best Employers For Diversity" for 2020 by Forbes and has received honors from Working Mother Magazine as a Best Place to Work.
- RSM invested over \$100,000 in a supplier diversity system to facilitate broader inclusion in all vendor categories and to expand our supplier diversity program and awards to small, women/veteran/minority-owned business enterprises.
- RSM offers support, based on client demand, with diversity and inclusion assessments, frameworks, compliance and programming as an extension of advisory services.

Employee network groups (ENGs)

While diversity and inclusion have long been a part of RSM's culture, the firm began formalizing ENGs in 2014. These groups provide opportunities for volunteering, professional development, mentorship and networking at all levels across the firm. RSM leaders look to our ENGs for innovative insights to help enrich experiences for our clients and our people. ENGs are open to all employees, with over half of our 12,000+ workforce, including nearly 80% of our owners, now belonging to ENGs. The groups are:

- **African American and Canadian Excellence (AACE).** Provides an environment for success for RSM's African American and Black Canadian professionals.
- **Abilities.** Supports and raises awareness for RSM employees, partners and principals who are differently abled.
- **Alumni.** Fosters connections between current and former employees with the goal of helping one another succeed in their careers and the market.
- **Family First.** Celebrates and supports all variations of working families at RSM.
- **Generations.** Promotes all dimensions of diversity through fostering a culture of respect and understanding among multiple generations that coexist within the firm.
- **¡HOLA!** Provides support and guidance for RSM's Hispanic/Latino professionals.
- **Interfaith.** Celebrates and enriches the understanding of faith within the workplace.
- **InspirAsian.** Provides support and guidance for RSM's Asian professionals.

- **Multicultural.** Connects people from all cultures across RSM and fosters cultural understanding and dexterity.
- **Pride.** Focuses on making RSM the employer of choice for LGBT+ professionals and their straight allies.
- **STAR (Stewardship, Teamwork, Advancement and Retention).** Recognizes and supports women of RSM.
- **Veterans and Allies Leading OutReach (VALOR).** Encourages the success of our veterans, military service member community and their families.

CEO action for racial equity

RSM has been a member of CEO Action for Diversity and Inclusion (CEO Action) since 2017 and is committed to its coalition of companies working together to achieve objectives for diversity and inclusion.

CEO Action for Diversity and Inclusion is driven by the belief that when businesses work collectively to drive progress, they can truly harness lasting change. Since 2017, this coalition of CEOs has worked to prevent bias and discrimination in the workplace and empower inclusion through training, knowledge share and courageous conversation.

In 2020, CEO Action launched the CEO Action for Racial Equity fellowship program, a one- to two-year fellowship that provides the opportunity for all CEO Action signatories to work together to advance racial equity. The fellowship aims to identify, develop and promote scalable and sustainable policies and corporate best practices to improve societal well-being and equity. RSM has six participating fellows in this fellowship program, fully sponsored and salaried to work on issues spanning a range of topical and relevant societal issues (education, healthcare, economic empowerment, public safety and more). RSM is making this investment to drive change and positive outcomes within these important disciplines, as a responsible corporate citizen and in service to the communities in which we do business.

FEE SCHEDULE AND TOTAL COST

RFP # 084-2021

FORM NO. 6A: "FEE SCHEDULE" AND TOTAL COST

Schedule of hourly billing rates for services and overall total project cost to include all related cost associated with the scope of services, to include but not limited to, personnel, total hours and service-related expenses.

PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2021 FINANCIAL STATEMENTS

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners Quality control reviewer	15	\$ 620	\$ 430	\$ 6,450
Managers	135	\$ 310	\$ 215	\$ 29,025
Seniors	280	\$ 210	\$ 145	\$ 40,600
Other Supervisory Staff Engagement leader	70	\$ 455	\$ 310	\$ 21,700
Staff	600	\$ 175	\$ 120	\$ 72,000
Other (specify): _____		\$ _____	\$ _____	\$ _____
Other (specify): Relationship discount		\$ _____	\$ _____	\$ (10,000)
Subtotal				\$ 159,775
Total for services described in Part I, Section 2.0 Scope of Services				\$ 159,775
Out-of-pocket expenses (Not to Exceed)				\$ _____
Meals and Lodging				\$ _____
Transportation				\$ _____
Total All-Inclusive Maximum Price for 2021 Auditing Services				\$ 159,775*

Note: The rates quoted shall not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price. **PROFESSIONAL FEES SPECIFIED HEREIN SHALL BE APPLICABLE FOR ADDITIONAL SERVICES, IF REQUESTED BY THE CITY.**

RENEWAL OPTION: Provide the maximum percentage increase of the total all-inclusive maximum price for each one-year renewal period.

1st Renewal Option for 2022 Auditing Services: % 3 increase of the total all-inclusive maximum price.

2nd Renewal Option for 2023 Auditing Services: % 3 increase of the total all-inclusive maximum price.

3rd Renewal Option for 2024 Auditing Services: % 3 increase of the total all-inclusive maximum price.

4th Renewal Option for 2025 Auditing Services: % 3 increase of the total all-inclusive maximum price.

* As specified in Part 1.1.6 of the RFP, the cost bid is based on 3 major programs. Additional major programs will have a per unit cost of \$6,500.

Note: We do not charge additional fees for additional major funds, unless management is presenting as major for public interest purposes.

Reimbursement of out-of-pocket expenses

Out-of-pocket expenses are included in our all-inclusive fee and are not charged to the City.

Important investment

We recognize that engaging an independent audit and accounting, tax and business advisory firm is an important investment for the City. Our goal is to provide timely and responsive services at a reasonable and competitive cost. Our fees, like those of other professional firms, are based on actual time spent by our people and are measured by standard hourly rates, reflecting the experience level of the professionals assigned to your account. We estimate professional hours and fees we believe are competitive and that will enable us to be responsive and provide the high quality professional services you deserve. Monthly progress payments are billed as work progresses.

We want to highlight the relationship discount that we have included in the fee schedule on the previous page. This represents our commitment to a continued partnership with the City of Springfield, Missouri, as well as consideration of continued audit efficiencies gained throughout the long-term audit process.

Routine calls and other services

Our general practice for our clients is not to bill for consultation services that can be provided over the phone or email in less than 30 minutes. We believe this type of policy is beneficial to both you and us in that it encourages you to call us during the year. By keeping abreast of issues as they occur, we will not only be able to deliver a more efficient audit, but the advice we provide to you will be more meaningful.

We will provide information to you regarding new accounting pronouncements and will work with you through implementation, for no additional charge. This includes training opportunities about forthcoming GASB pronouncements and any other changes affecting the City. If we have the opportunity to provide other consulting, tax or accounting assistance services, we would be happy to provide you with an estimate of fees for that service. We will work with you to determine the scope of the service and the best team (your people and ours) to provide that service. We would discuss any such additional services and costs with you prior to proceeding on a particular project.

Should the City decide to pursue extended services with our firm, we would work closely with you to define the scope of the extended services and then provide a proposal clearly defining the expectations of the project and estimated fees. Hourly fees will be discussed, along with scope of project.

APPENDICES

Appendix A—Engagement team biographies



Kristen Hughes

Senior Manager, Audit Services
RSM US LLP
Kansas City, Missouri
kristen.hughes@rsmus.com
816 751 4004

Summary of experience

As an experienced professional committed to the public sector, Kristen focuses on providing audit, consulting and reporting services to governmental and nonprofit organizations. In her role as a governmental professional, with over 18 years of professional experience serving this industry, she brings an in-depth understanding of governmental accounting, auditing and compliance reporting to her clients.

Kristen has received specific training for governmental organizations and future governmental accounting standard changes, and has received the necessary continuing professional education to be considered Yellow Book certified. She is a reviewer for the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting.

Kristen also has experience with internal controls, as she served as the senior lead on an engagement for a large accelerated public filer for three years, including the year of Sarbanes-Oxley implementation.

Community involvement includes:

- CASA of Johnson & Wyandotte Counties, board member
- Arts Tech Kansas City, board treasurer

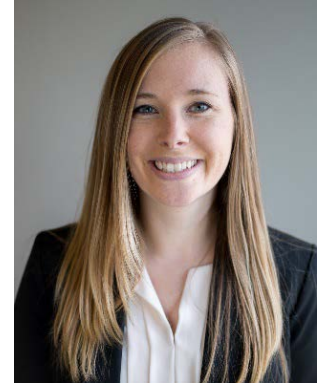
Professional affiliations and credentials

- Certified public accountant, Missouri
- American Institute of Certified Public Accountants
- Missouri Society of Certified Public Accountants
- Government Finance Officers Association
- Kansas Government Finance Officers Association
- Government Finance Officers Association of Missouri

Education

- Master of Accountancy, Truman State University
- Bachelor of Science, accounting, Truman State University

Training profile—CPE for years ending December 31:				
	2020	2019	2018	Total
CPE credits	68.0	42.5	50.5	161.0
Audit and accounting credits	53.5	33.5	38.0	125.0
Yellow Book	51.5	20.5	35.5	107.5



Stevi Reid

Manager, Audit Services
RSM US LLP
Kansas City, Missouri
stevi.reid@rsmus.com
816 751 1835

Summary of experience

Stevi provides financial and compliance audit services to a variety of industries. She focuses primarily on cities, counties and general manufacturing organizations. Stevi has practiced public accounting for more than eight years.

Stevi's experience includes audits performed under the Single Audit Act and Uniform Guidance in the governmental industry, as well as audits performed under Public Company Accounting Oversight Board standards in the manufacturing industry. She is considered Yellow Book certified due to completing the necessary continuing professional education.

In her current role, Stevi develops strong working relationships with clients built on understanding their businesses and challenges. She is responsible for performing and supervising substantive tests along with tests of internal controls focusing on quality, efficiency and accuracy.

Professional affiliations and credentials

- Certified public accountant, Kansas, Missouri
- American Institute of Certified Public Accountants

Education

- Master of Business Administration, Washburn University
- Bachelor of Business Administration, accounting, Washburn University

Training profile—CPE for years ending December 31:				
	2020	2019	2018	Total
CPE credits	31.5	91.5	68.5	191.5
Audit and accounting credits	26.0	36.0	45.5	107.5
Yellow Book	24.5	12.0	23.5	60.0



Natalie Newsome

Manager, Audit Services
RSM US LLP
Kansas City, Missouri
natalie.newsome@rsmus.com
816 751 1895

Summary of experience

Natalie provides financial and compliance audit services in an in-charge capacity to a variety of industries. She focuses primarily on serving governmental and nonprofit entities. Natalie has practiced public accounting for more than eight years.

Natalie's experience includes audits performed under the Single Audit Act and OMB Circular A-133. In addition, she is considered Yellow Book certified due to completing the necessary continuing professional education.

In her current role, Natalie develops strong working relationships with clients built on understanding their businesses and challenges. She is responsible for performing substantive tests along with tests of internal controls in order to complete audit engagements with an eye on quality, thoroughness and accuracy.

Community involvement includes:

- Johnson County Christmas Bureau, board member

Professional affiliations and credentials

- Certified public accountant, Missouri
- American Institute of Certified Public Accountants

Education

- Master of Science, accounting, University of Missouri, Kansas City

Training profile—CPE for years ending December 31:				
	2020	2019	2018	Total
CPE credits	57.5	78.0	42.5	178.0
Audit and accounting credits	42.0	32.5	27.5	102.0
Yellow Book	35.5	11.5	10.0	57.0



Jared Jones

Senior Associate, Audit Services
RSM US LLP
Kansas City, Missouri
jared.jones@rsmus.com
816 303 1384

Summary of experience

Jared provides services in an associate capacity to various industries, with a focus on industrial products, consumer products, governmental, and employee benefit plans. He has been responsible for the in-charge role on all phases of the audit, including planning, auditing account balances/transactions, reviewing work of assistants, and report drafting for the audit.

Jared has received specific training for governmental organizations and future governmental accounting standard changes and the necessary continuing professional education to be considered Yellow Book certified.

Professional affiliations and credentials

- Certified public accountant, Missouri
- American Institute of Certified Public Accountants
- Missouri Society of Certified Public Accountants

Education

- Master of Science, accounting, Saint Xavier University
- Bachelor of Business Administration, accounting, Saint Xavier University

Training profile—CPE for years ending December 31:				
	2020	2019	2018	Total
CPE credits	42.0	64.5	54.0	160.5
Audit and accounting credits	36.0	61.0	44.5	141.5
Yellow Book	15.0	15.0	22.5	52.5



Marc Sewell

Partner, Audit Services
RSM US LLP
San Antonio, Texas
marc.sewell@rsmus.com
210 253 1506

Summary of experience

Marc has more than 20 years of industry and public accounting experience, serving primarily the public sector industry. Marc's primary responsibilities include financial audits, federal and state compliance audits, assisting implementation of new accounting requirements, and consulting. His client experience includes municipalities, school districts, charter schools, college districts, utilities, governmental employee benefit plans, nonprofits and other local government agencies. In addition to receiving the TSCPA Rising Star Award in 2013, Marc is a member of Class 37, Leadership San Antonio. His experience includes the following:

- Governmental auditing, accounting and reporting
- Financial accounting and reporting
- OMB Circular A-133/Uniform Guidance compliance audits
- Instructor of accounting and reporting technical updates

Professional affiliations and credentials

- Certified public accountant, Texas
- American Institute of Certified Public Accountants
- Texas Society of Certified Public Accountants (TSCPA)
- San Antonio Chapter of TSCPA
- Government Finance Officers Association Certificate of Achievement Program, Special Review Committee member
- Alamo Area Association of School Business Officials
- Communities in Schools, vice chair and executive committee member
- Alamo Area Academies, Inc., treasurer
- Gulf Coast Government Finance Officers Association of Texas

Education

- Bachelor of Business Administration, accounting, The University of Texas at San Antonio

Training profile—CPE for years ending December 31:				
	2020	2019	2018	Total
CPE credits	68.5	32.0	65.5	166.0
Audit and accounting credits	58.0	22.0	44.5	124.5
Yellow Book	59.0	17.0	33.5	109.5

Appendix B—External quality control review



910 E. St. Louis Street, Suite 200 | P.O. Box 1190 | Springfield, MO 65801-1190
417.865.8701 | Fax 417.865.0682 | bkd.com

Report on the Firm's System of Quality Control

To the Partners of RSM US LLP and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of RSM US LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans, audits performed under FDICIA, audits of broker-dealers and examinations of service organizations [SOC 1 and SOC 2 engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of RSM US LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2019, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. RSM US LLP has received a peer review rating of *pass*.

BKD, LLP

A handwritten signature in black ink that reads "BKD, LLP".

December 5, 2019





www.rsmus.com

RSM US LLP is a limited liability partnership and the U.S. member firm of RSM International, a global network of independent audit, tax and consulting firms. The member firms of RSM International collaborate to provide services to global clients, but are separate and distinct legal entities that cannot obligate each other. Each member firm is responsible only for its own acts and omissions, and not those of any other party.

For more information, visit rsmus.com/who-we-are for more information regarding RSM US LLP and RSM International.

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Exhibit C



BEST AND FINAL OFFER (BAFO) CONFIRMATION

June 18, 2021

RSM US LLP
Attn: Kristen Hughes
4622 Pennsylvania Ave, Suite 1100
Kansas City, MO 64112

Phone: 816-751-4004
Fax: 816-751-1890
Email: kristen.hughes@rsmus.com

**Re: Best and Final Offer (BAFO) Confirmation, Request for Proposal (RFP) 084-2021RFP
For: Auditing Services**

Dear Ms. Hughes:

The City requests your confirmation of the following negotiated items stated in this Best and Final Offer (BAFO) letter:

I. Request for Proposal #084-2021 is modified as follows:

1. Paragraph 2.4 **WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS** has been removed and the following revised paragraph 2.4 **WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS** shall be deemed inserted and in effect:

2.4 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

2.4.1 All working papers and reports shall be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The auditor shall make working papers available, upon request, to the following parties or their designees. The auditor reserves the right to limit access to their working papers to a representative of a regulator of the City.

2.4.1.1 The City of Springfield, Missouri (the City)

2.4.1.2 The auditor of the City's basic financial statements

2.4.1.3 U.S. General Accounting Office (GAO)

2.4.1.4 Parties designated by the federal or state governments, or by the City as part of an audit quality review process

2.4.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance, to the extent they relate to the services provided under a definitive agreement between the auditor and the City, and to the extent allowable under applicable professional standards.



2. Paragraph **8.0 THE RIGHT TO AUDIT** has been removed and the following revised paragraph **8.0 THE RIGHT TO AUDIT** shall be deemed inserted and in effect:

8.0 THE RIGHT TO AUDIT: The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment. Audit rights and access provided for hereunder shall be limited solely to Offeror's detailed time, billing, and expense reimbursement records concerning the services provided under the terms of the Agreement.

3. Paragraph **21.0 CONTRACT DOCUMENTS** has been removed and the following revised paragraph **21.0 CONTRACT DOCUMENTS** shall be deemed inserted and in effect:

21.0 CONTRACT DOCUMENTS: If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Service Provider shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Offeror's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract, or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.

21.1 Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

21.2 The successful Offeror shall have ten (10) days after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

21.2 RSM US LLP's standard arrangement letter will be included as an exhibit.

21.3 In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Request for Proposal and amendments thereto shall govern over the Auditor's proposal and amendments thereto. However, the City reserves the right to clarify any contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in the case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's Bid. In all other matters not affected by the written clarification, if any, the Request for Proposal shall govern.

4. Paragraph **22.0 OWNERSHIP OF DOCUMENTS** has been removed and the following revised paragraph **22.0 OWNERSHIP OF DOCUMENTS** shall be deemed inserted and in effect:

22.0 OWNERSHIP OF DOCUMENTS: All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Service Provider until such time as this Contract is, for any reason, terminated, at which time they become the property of the City. Auditor's workpapers shall at all times remain the sole property of Auditor. This provision is not intended to impact the ownership rights of Auditor's administrative records, pre-existing intellectual property, or any intellectual property developed outside of the scope of our services.

5. Paragraph **23.0 CONFIDENTIALITY OF DOCUMENTS** has been removed and the following revised paragraph **23.0 CONFIDENTIALITY OF DOCUMENTS** shall be deemed inserted and in effect:

23.0 CONFIDENTIALITY OF DOCUMENTS: Any reports, data, design or similar information given to or prepared or assembled under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization without prior written approval of the City. Offeror agrees to not disclose any of the City's confidential information to any person or persons, except our partners, principals, directors, employees, contractors, representatives, or agents who have a need to know the confidential information for accomplishing the stated purpose described herein, and who shall be subject to obligations of confidentiality no less stringent than those contained herein, and we will not use for our own benefit or for the benefit of any person or persons any confidential information. We may, in addition, use or disclose, as applicable, the confidential information if: (a) required by any request or order of any court, tribunal, government authority, or regulator, provided that, to the extent legally permissible, we shall first notify the City of such requirement and, to the extent reasonable, permit it to contest such requirement; (b) otherwise required by law; or (c) necessary to establish its rights under this Agreement.

II. The attached Part IV, *Revised Insurance Requirements* will replace Part IV, *Insurance Requirements* in the original RFP #084-2021 documents. The following revisions were made:

1. Part IV Insurance Requirements: Add verbiage "where such modification or cancellation does not result in equal or greater coverage" and "All applicable policies" to the paragraph as follows:

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 receipt of Notice of Award of the Contract to the Service Provider and prior to the start of work. **The Service Provider shall provide thirty (30) days written notice to the City prior to modification or cancellation of such insurance, where such modification or cancellation does not result in equal or greater coverage. All applicable policies shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

2. Paragraph D. Errors and Omissions Insurance: Remove verbiage, "and its terms shall be subject to the approval of the City."

III. The attached Part V, *Revised Standard Terms and Conditions* will replace Part V, *Standard Terms and Conditions* in the original RFP #084-2021 documents. The following revisions were made:

1. Paragraph **E. Conditioned Upon Acceptable Performance:** Add verbiage, "The City may only disapprove any requests for payment based on failure to perform the services as set forth in paragraph A above and not based on the particular result of the engagement."
2. Paragraph **F. Termination of Contract:** Add verbiage, "Service Provider may terminate the Agreement upon 30 days written notice to the City where continued performance would be contrary to applicable law, rule, or regulation."
3. Paragraph **G. Confidentiality of Documents:** Add verbiage, "Offeror agrees to not disclose any of the City's confidential information to any person or persons, except our partners, principals, directors, employees, contractors, representatives, or agents who have a need to know the confidential information for accomplishing the stated purpose described herein, and who shall be subject to obligations of confidentiality no less stringent than those contained herein, and we will not use for our own benefit or for the benefit of any person or persons any confidential information. We may, in addition, use or disclose, as applicable, the confidential information if: (a) required by any request or order of any court, tribunal, government authority, or regulator, provided that, to the extent legally permissible, we shall first notify the City of such requirement and, to the extent reasonable, permit it to contest such requirement; (b) otherwise required by law; or (c) necessary to establish its rights under this Agreement."



IV. The Arrangement Letter attached hereto and incorporated herein shall be included as an Exhibit to the contract.

This letter serves as your Best and Final Offer Confirmation. If you agree with the enclosed documents identified as the Best and Final Offer, please sign this document below to signify acceptance and return to the Buyer identified below. After full execution of this Best and Final Offer (BAFO) Confirmation Letter, said BAFO shall become attached and incorporated herein as an Exhibit of the contract.

Following receipt of this letter confirming the Best and Final Offer, the City will provide a Notice of Recommendation for Award that will include requested contract compliance items as well as a contract incorporating this BAFO confirmation and referenced documents as an attachment.

If you have any questions, please contact the Buyer, Denise Neuleib, at 417-864-1624 or via email at dneuleib@springfieldmo.gov.

Sincerely,
CITY OF SPRINGFIELD, MISSOURI

Ben Calia

Ben Calia, CPPB
City Purchasing Agent

RSM US, LLP

Service Provider

Kristen Hughes

Authorized Signature

Senior Manager

Title

June 18, 2021

Date

PART IV
REVISED INSURANCE REQUIREMENTS

The requirement for the provision of a Certificate of Insurance is conditional based upon whether or not services will be rendered on City property. The Service Provider's insurance must be provided by a carrier with a current A.M. Best's rating of no less than A minus.

Without limiting any of the other obligations or liabilities of the Service Provider, the Service Provider shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. 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 the Service Provider to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Service Provider to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

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 receipt of Notice of Award of the Contract to the Service Provider and prior to the start of work. The Service Provider shall provide thirty (30) days written notice to the City prior to modification or cancellation of such insurance, where such modification or cancellation does not result in equal or greater coverage. All applicable policies shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured. Such notices shall be sent via email to purchasingquotes@springfieldmo.gov, faxed to 417-864-1927, or mailed to:

City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>) as follows:

As of January 1, 2021, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. Workers' Compensation:** Statutory coverage per RSMo 287.010 et seq
Employer's Liability: \$1,000,000.00
- B. Commercial General Liability Insurance,** including coverage for Contractual Liability and Independent Contractors Liability. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least **Two Million, Nine Hundred Forty Thousand, Eight Hundred Sixty Eight and no/100 Dollars (\$2,940,868.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Forty One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00)** with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Service Provider agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorney fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Service Provider, its employees, officers or agents. Service Provider agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- C. Automobile Liability Insurance:** Covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least **Two Million, Nine Hundred Forty Thousand, Eight Hundred Sixty Eight and no/100 Dollars (\$2,940,868.00)** for all claims arising out of a single accident or occurrence and at least **Four Hundred Forty One Thousand One Hundred Thirty and no/100 Dollars (\$441,130.00)** with respect to injuries and/or death of any one person in a single accident or occurrence.
- D. Errors and Omissions Insurance:** The Service Provider shall maintain a professional liability insurance policy in the amount of \$5,000,000.00. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.
- E. Subcontracts:** In case any or all of this work is sublet, the Service Provider shall require the subcontractor to procure and maintain

all insurance required in subparagraphs (A), (B), (C) and (D) hereof and in like amounts. Service Provider shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Springfield through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

- F. Notice:** The Service Provider and/or subcontractor shall furnish to the City prior to beginning the work, the policy as specified in subparagraph (E), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**
- G. Legislative or Judicial Changes:** 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 Service Provider, upon 10 days written notice, to execute a contract addendum whereby the Service Provider agrees to provide, at a price not exceeding Service Provider's 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.

PART V
REVISED STANDARD TERMS AND CONDITIONS

- A. Services.** The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.
- B. Addition to Services.** The City may add to the Service Provider services or delete therefrom activities of a similar nature provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.
- C. Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.
- D. Personnel.** The Service Provider represents that Service Provider will secure at Service Provider's own expense, all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
- E. Conditioned upon acceptable performance.** Provided Service Provider performs the services in the manner set forth in paragraph A hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in this Contract, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in this contract. The City may only disapprove any requests for payment based on failure to perform the services as set forth in paragraph A above and not based on the particular result of the engagement.
- F. Termination of Contract:**
- 1. Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.
 - 1a. Attorney Fees:** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

2. **Termination for Convenience.** The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.
 3. Service Provider may terminate the Agreement upon 30 days written notice to the City where continued performance would be contrary to applicable law, rule, or regulation.
- G. Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.
- Offeror agrees to not disclose any of the City's confidential information to any person or persons, except our partners, principals, directors, employees, contractors, representatives, or agents who have a need to know the confidential information for accomplishing the stated purpose described herein, and who shall be subject to obligations of confidentiality no less stringent than those contained herein, and we will not use for our own benefit or for the benefit of any person or persons any confidential information. We may, in addition, use or disclose, as applicable, the confidential information if: (a) required by any request or order of any court, tribunal, government authority, or regulator, provided that, to the extent legally permissible, we shall first notify the City of such requirement and, to the extent reasonable, permit it to contest such requirement; (b) otherwise required by law; or (c) necessary to establish its rights under this Agreement.
- H. Discrimination.** The Service Provider agrees in the performance of this Contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Service Provider 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.
1. **This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
 2. **This Service Provider and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
- I. Occupational License:** The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.
- J. Nonresident/Foreign Service Providers.** The Service Provider shall procure and maintain during the life of this Contract:
1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
 2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- K. General Independent Service Provider Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider 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 Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.

- L. City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
- M. Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- N. Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- O. Delivery:** Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.
- P. Invoices:** An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.
- Q. Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.
- R. Compliance with Applicable Laws:** The Service Provider warrants it has complied with all applicable laws, rules and ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.
- S. Interpretation of Contract And Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.
- T. Provisions by Law Deemed Inserted:** Each and every provision of the law and clauses required by law to be inserted in this contract will be deemed to be inserted herein and will read and enforced as though it were included herein, and if through mistake, or otherwise any such provision is not inserted, then upon the application of either party the contract will be physically amended to make such insertion or correction.

- U. Assignment:** The Service Provider shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.
- V. Proprietary Information:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary." This requirement also applies to the electronic copy that is to be submitted.**

All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

W. Indemnity and Hold Harmless:

1. In no event shall the City be liable to the Service Provider for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this Contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.
2. The Service Provider shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this Contract, or the work or any subcontract thereunder (the Service Provider hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this Contract to Service Provider.
3. The Service Provider shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
4. The indemnification obligations of Service Provider hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Service Provider, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
5. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
6. Service Provider affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its Contract price. Service Provider's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

7. The Service Provider shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

X. Sub-Contracts:

1. The Service Provider shall not execute an agreement with any sub-contractor to perform any work until the City has provided written consent of the use of such sub-contractor.
2. The Service Provider shall be fully responsible to the City for the acts and omissions of any sub-contractors, and of persons either directly or indirectly employed by them, as Service Provider is for the acts and omissions of persons directly employed by them.
3. The Service Provider shall cause appropriate provisions to be inserted in all sub-contracts relative to the work to require compliance by each sub-contractor with the provisions of the Contract.
4. Nothing contained in the Conditions shall create any contractual relationship between any sub-contractor and the City.

ARRANGEMENT LETTER

[Date]

City of Springfield, Missouri
 Busch Municipal Building
 840 Boonville Avenue
 PO Box 8368
 Springfield, MO 65801

Attention: David Holtmann, Director of Finance

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Springfield, Missouri's (the City) governmental activities, business-type activities, the discretely presented component unit, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2021, which collectively comprise the basic financial statements. Our audit will include the general fund and you acknowledge that we are the group auditor of the City's basic financial statements as of and for the year ending June 30, 2021. We will not audit the financial statements of the City Utilities of Springfield, Missouri (City Utilities), which is a discretely presented component unit of the City. Those financial statements will be audited by component auditors. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We will also report on whether certain supplemental information (combining nonmajor fund financial statements and the City's schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the financial statements as a whole. The accounting principles generally accepted in the United States of America and Governmental Accounting Standards Board require that the management's discussion and analysis, the budgetary comparison information of your general fund and major special revenue funds and certain pension information be presented to supplement the basic financial statements. We will apply certain limited procedures to this required supplementary information but will not express an opinion or provide any assurance on this information. The accompanying introductory and statistical sections of the Comprehensive Annual Financial Report are presented for the purpose of additional analysis and is not a required part of the basic financial statements. Accordingly, we will not express an opinion on this supplemental information.

We will also perform the audit of the City as of June 30, 2021 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of waste or abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting waste or abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are significantly the same as those listed in the City's June 30, 2020 basic financial statements. Any additional funds or deleted funds will be communicated by you upon commencement of fieldwork.

The component units whose financial statements you have told us are to be included as part of the City's basic financial statements are listed here:

The Public Building Corporation of the City of Springfield, Missouri – blended component unit
 The Springfield Center City Development Corporation – blended component unit
 The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri – blended component unit
 City Utilities of Springfield, Missouri – discretely presented component unit

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The federal financial assistance programs and awards that you have told us that the City participates in and that are to be included as part of the single audit are listed in an attachment.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, waste or abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;

5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, waste or abuse, and for informing us about all known or suspected fraud, waste or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud, waste or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its knowledge of any allegations of fraud, waste or abuse, or suspected fraud, waste or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America and the Governmental Accounting Standards Board. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud, waste or abuse within the entity, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jody Vernon, Assistant Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform certain non-audit services:

- 1) Binding and producing the printed financial statements

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that David Holtmann, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands the binding and producing the printed financial statements services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated David Holtmann, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. David Holtmann, Director of Finance will assume all management responsibilities for subject matter and scope of the binding and producing the printed financial statements;
3. The City will evaluate the adequacy and results of the services performed; and
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

RSM US LLP may mention the City's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Parties' Understandings Concerning Situation Around COVID-19

RSM and the City acknowledge that, at the time of the execution of this arrangement letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from travel and onsite work, whether at a client facility or RSM facility, to protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this arrangement letter requires or relies on RSM or City personnel to travel and/or perform work onsite, either at the City's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or the City's sole discretion. RSM and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. RSM will obtain the City's prior written approval (email will be sufficient) for any increase in the cost of RSM services that may result from the situation surrounding COVID-19.

Fees, Costs, and Access to Workpapers

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement, including direct expenses. Our fee for the services described in this letter will be \$_____ for the financial statement audit, and three major programs tested under the Uniform Grant Guidance, unless the scope of the engagement is changed. Any additional major programs required to be tested under the Uniform Grant guidance will be \$_____ per program. This fee includes a charge of 5 percent of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance.

Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from City personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, the City agrees it will compensate RSM US LLP for any additional costs incurred as a result of the City's employment of a partner or professional employee of RSM US LLP.

The audit documentation for this engagement is the property of RSM US LLP and constitutes confidential information.

Review of audit documentation by a successor auditor or as part of due diligence will be agreed to, accounted for and billed separately.

In the event we are requested or authorized by [Client Name] or are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the City, the City will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

You have informed us that you intend to prepare a comprehensive annual financial report and submit it for evaluation by the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting Program. Our association with the comprehensive annual financial report is to consist of technical review for compliance with program requirements.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

Indemnification and Claim Resolution

Because RSM US LLP will rely on the City and its management and City Council to discharge the foregoing responsibilities, to the extent allowed by law, and without waiving any immunity afforded the City, its officials, employees, and agents, under state or federal law, the City holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management that has caused, in any respect, RSM US LLP's breach of contract or negligence.

The City and RSM US LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than five years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. With the exception of a finding of gross negligence or willful misconduct, both parties agree to waive any claims for punitive or consequential damages. RSM US LLP's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to RSM US LLP for the services rendered under this arrangement letter.

These provisions shall survive the termination of this arrangement for services.

Information Security - Miscellaneous Terms

RSM US LLP is committed to the safe and confidential treatment of the City's proprietary information. RSM US LLP is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The City agrees that it will not provide RSM US LLP with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the City's information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

Reporting

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to the City Council of the City of Springfield, Missouri. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In addition to our report on the City's financial statements, we will also issue the following types of reports:

1. A report on the fairness of the presentation of the City's schedule of expenditures of federal awards for the year ending June 30, 2021;
2. Reports on internal control related to the financial statements and major programs. These reports will describe the scope of testing of internal control and the results of our tests of internal control;
3. Reports on compliance with laws, regulations, and the provisions of contracts or grant agreements. We will report on any noncompliance that could have a material effect on the financial statements and any noncompliance that could have a material effect, as defined by Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, on each major program;
4. An accompanying schedule of findings and questioned costs; and
5. Report on compliance and internal control over compliance of the Passenger Facility Charge Program.

Management acknowledges its responsibility for the timely and accurate completion of the Data Collection Form and the filing of the single audit reporting package with the Federal Audit Clearinghouse.

This letter, along with the Contract xxxxxx (# TBD), constitutes the complete and exclusive statement of agreement between RSM US LLP and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties. In the event of a conflict between the terms of the letter and Contract xxxxxx (# TBD), the terms of the Contract shall control.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

Kristen Hughes, Senior Manager

Confirmed on behalf of the City of Springfield, Missouri:

Jason Gage, City Manager

Date

David Holtmann, Director of Finance

Date

[Date]

City of Springfield, Missouri
Busch Municipal Building
840 Boonville Avenue
PO Box 8368
Springfield, MO 65801

Attention: David Holtmann, Director of Finance

The Objective and Scope of the Audit of the Financial Statements

You have requested that we audit the City of Springfield, Missouri's (the City) governmental activities, business-type activities, the discretely presented component unit, each major fund and aggregate remaining fund information as of and for the year ending June 30, 2021, which collectively comprise the basic financial statements. Our audit will include the general fund and you acknowledge that we are the group auditor of the City's basic financial statements as of and for the year ending June 30, 2021. We will not audit the financial statements of the City Utilities of Springfield, Missouri (City Utilities), which is a discretely presented component unit of the City. Those financial statements will be audited by component auditors. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Our audit will be conducted with the objective of our expressing an opinion on the financial statements. We will also report on whether certain supplemental information (combining nonmajor fund financial statements and the City's schedule of expenditures of federal awards) is fairly stated in all material respects in relation to the financial statements as a whole. The accounting principles generally accepted in the United States of America and Governmental Accounting Standards Board require that the management's discussion and analysis, the budgetary comparison information of your general fund and major special revenue funds and certain pension information be presented to supplement the basic financial statements. We will apply certain limited procedures to this required supplementary information but will not express an opinion or provide any assurance on this information. The accompanying introductory and statistical sections of the Comprehensive Annual Financial Report are presented for the purpose of additional analysis and is not a required part of the basic financial statements. Accordingly, we will not express an opinion on this supplemental information.

We will also perform the audit of the City as of June 30, 2021 so as to satisfy the audit requirements imposed by the Single Audit Act and Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The Responsibilities of the Auditor

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS); *Government Auditing Standards* issued by the Comptroller General of the United States (GAS); the provisions of the Single Audit Act; Subpart F of Title 2 U.S. CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*; and the U.S. Office of Management and Budget's (OMB) Compliance Supplement. Those standards, regulations, supplements or guides require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating

the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS. Also, an audit is not designed to detect errors or fraud that are immaterial to the financial statements. The determination of waste or abuse is subjective; therefore, GAS does not expect us to provide reasonable assurance of detecting waste or abuse.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

We will also communicate to the City Council (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

The funds that you have told us are maintained by the City and that are to be included as part of our audit are significantly the same as those listed in the City's June 30, 2020 basic financial statements. Any additional funds or deleted funds will be communicated by you upon commencement of fieldwork.

The component units whose financial statements you have told us are to be included as part of the City's basic financial statements are listed here:

- The Public Building Corporation of the City of Springfield, Missouri – blended component unit
- The Springfield Center City Development Corporation – blended component unit
- The Land Clearance for the Redevelopment Authority of the City of Springfield, Missouri – blended component unit
- City Utilities of Springfield, Missouri – discretely presented component unit

There are no component units whose financial statements you have told us will be omitted from the basic financial statements.

The federal financial assistance programs and awards that you have told us that the City participates in and that are to be included as part of the single audit are listed in an attachment.

We are responsible for the compliance audit of major programs under the Uniform Guidance, including the determination of major programs, the consideration of internal control over compliance, and reporting responsibilities.

Our reports on internal control will include any significant deficiencies and material weaknesses in controls of which we become aware as a result of obtaining an understanding of internal control and performing tests of internal control consistent with requirements of the standards and regulations identified above. Our reports on compliance matters will address material errors, fraud, waste or abuse, violations of compliance obligations, and other responsibilities imposed by state and federal statutes and regulations or assumed by contracts; and any state or federal grant, entitlement or loan program

questioned costs of which we become aware, consistent with requirements of the standards and regulations identified above.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;
3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
4. For establishing and maintaining effective internal control over financial reporting, and for informing us of all significant deficiencies and material weaknesses in the design or operation of such controls of which it has knowledge;
5. For report distribution; and
6. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;

As part of our audit process, we will request from management and, when appropriate, those charged with governance written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for identifying and ensuring that the City complies with the laws and regulations applicable to its activities, and for informing us about all known material violations of such laws or regulations. In addition, management is responsible for the design and implementation of programs and controls to prevent and detect fraud, waste or abuse, and for informing us about all known or suspected fraud, waste or abuse affecting the entity involving management, employees who have significant roles in internal control, and others where the fraud, waste or abuse could have a material effect on the financial statements or compliance. Management is also responsible for informing us of its

knowledge of any allegations of fraud, waste or abuse, or suspected fraud, waste or abuse, affecting the entity received in communications from employees, former employees, analysts, regulators or others.

Management is responsible for the preparation of the required supplementary information (RSI) and supplementary information presented in relation to the financial statements as a whole in accordance with accounting principles generally accepted in the United States of America and the Governmental Accounting Standards Board. Management agrees to include the auditor's report on the RSI and supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such RSI and supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

Because the audit will be performed in accordance with the Single Audit Act and the Uniform Guidance, management is responsible for (a) identifying all federal awards received and expended; (b) preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with Uniform Guidance requirements; (c) internal control over compliance; (d) compliance with federal statutes, regulations, and the terms and conditions of federal awards; (e) making us aware of significant vendor relationships where the vendor is responsible for program compliance; (f) following up and taking corrective action on audit findings, including the preparation of a summary schedule of prior audit findings and a corrective action plan; and (g) submitting the reporting package and data collection form.

The City Council is responsible for informing us of its views about the risks of fraud, waste or abuse within the entity, and its knowledge of any fraud, waste or abuse or suspected fraud, waste or abuse affecting the City.

You have informed us that you may issue public debt in the future and that you may include our report on your financial statements in the offering statement. You have further informed us that you do not intend for us to be associated with the proposed offering.

We agree that our association with any proposed offering is not necessary, providing the City agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The City agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

RSM US LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. RSM US LLP also has not performed any procedures relating to this official statement.

Records and Assistance

If circumstances arise relating to the condition of the City's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by City personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Jody Vernon, Assistant Director of Finance. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Non-audit Services

In connection with our audit, you have requested us to perform certain non-audit services:

- 1) Binding and producing the printed financial statements

GAS independence standards require that the auditor maintain independence so that opinions, findings, conclusions, judgments and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a non-audit service to the City, we determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other non-audit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the non-audit services to be performed. The City has agreed that David Holtmann, Director of Finance possesses suitable skill, knowledge or experience and that the individual understands the binding and producing the printed financial statements services to be performed sufficiently to oversee them. Accordingly, the management of the City agrees to the following:

1. The City has designated David Holtmann, Director of Finance as a senior member of management who possesses suitable skill, knowledge and experience to oversee the services;
2. David Holtmann, Director of Finance will assume all management responsibilities for subject matter and scope of the binding and producing the printed financial statements;
3. The City will evaluate the adequacy and results of the services performed; and
4. The City accepts responsibility for the results and ultimate use of the services.

GAS further requires that we establish an understanding with the City's management of the objectives of the non-audit services, the services to be performed, the entity's acceptance of its responsibilities, the auditor's responsibilities and any limitations of the non-audit services. We believe this letter documents that understanding.

Other Relevant Information

RSM US LLP may mention the City's name and provide a general description of the engagement in RSM US LLP's client lists and marketing materials.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

In accordance with GAS, a copy of our most recent peer review report is enclosed for your information.

If any term or provision of this arrangement letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken and all other terms and provisions will remain in full force and effect.

Parties' Understandings Concerning Situation Around COVID-19

RSM and the City acknowledge that, at the time of the execution of this arrangement letter, federal, state and local governments, both domestic and foreign, have restricted travel and/or the movement of their citizens due to the ongoing and evolving situation around COVID-19. In addition, like many organizations and companies in the United States and around the globe, RSM has restricted its employees from travel and onsite work, whether at a client facility or RSM facility, to protect the health of both RSM's and its clients' employees. Accordingly, to the extent that any of the services described in this arrangement letter requires or relies on RSM or City personnel to travel and/or perform work onsite, either at the City's or RSM's facilities, including, but not limited to, maintaining business operations and/or IT infrastructure, RSM and the City acknowledge and agree that the performance of such work may be delayed, significantly or indefinitely, and thus certain services described herein may need to be rescheduled and/or suspended at either RSM's or the City's sole discretion. RSM and the City agree to provide the other with prompt written notice (email will be sufficient) in the event any of the services described herein will need to be rescheduled and/or suspended. RSM and the City also acknowledge and agree that any delays or workarounds due to the situation surrounding COVID-19 may increase the cost of the services described herein. RSM will obtain the City's prior written approval (email will be sufficient) for any increase in the cost of RSM services that may result from the situation surrounding COVID-19.

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1. Anticipated cooperation from City personnel
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The documentation for this engagement is the property of RSM US LLP. However, you acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the audit documentation upon their request and that we shall maintain the audit documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to requested documentation will be provided under the supervision of RSM US LLP audit personnel and at a location designated by our firm.

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Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards.

Indemnification and Claim Resolution

Because RSM US LLP will rely on the City and its management and City Council to discharge the foregoing responsibilities, to the extent allowed by law, and without waiving any immunity afforded the City, its officials, employees, and agents, under state or federal law, the City holds harmless and releases RSM US LLP and its partners and employees from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the City's management that has caused, in any respect, RSM US LLP's breach of contract or negligence.

The City and RSM US LLP agree that no claim arising out of services rendered pursuant to this arrangement letter shall be filed more than five years after the date of the audit report issued by RSM US LLP or the date of this arrangement letter if no report has been issued. With the exception of a finding of gross negligence or willful misconduct, both parties agree to waive any claims for punitive or consequential damages. RSM US LLP's liability for all claims, damages and costs of the City arising from this engagement is limited to the amount of fees paid by the City to RSM US LLP for the services rendered under this arrangement letter.

These provisions shall survive the termination of this arrangement for services.

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Management acknowledges its responsibility for the timely and accurate completion of the Data Collection Form and the filing of the single audit reporting package with the Federal Audit Clearinghouse.

This letter, along with the Contract xxxxxxx (# TBD), constitutes the complete and exclusive statement of agreement between RSM US LLP and the City, superseding all proposals, oral or written, and all other communications with respect to the terms of the engagement between the parties. In the event of a

David Holtmann, Director of Finance
City of Springfield, Missouri
[Date]
Page 9

conflict between the terms of the letter and Contract xxxxxxx (# TBD), the terms of the Contract shall control.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements, including our respective responsibilities.

RSM US LLP

Kristen Hughes, Senior Manager

Confirmed on behalf of the City of Springfield, Missouri:

Jason Gage, City Manager

Date

David Holtmann, Director of Finance

Date

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 06-22-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-167

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Emerald City Band, Inc., providing for a maximum payment to
3 Emerald City Band, Inc., in the amount of \$25,500 and a maximum
4 value of amenities provided to Emerald City Band of \$22,767, for the
5 purpose of performing a live concert at the Birthplace of Route 66
6 Festival in Springfield, Missouri.
7 _____
8

9 WHEREAS, Emerald City Band, Inc. ("Emerald City") is a musical band
10 organized to entertain by performing live concerts; and
11

12 WHEREAS, the City Department of Public Information and Civic Engagement
13 seeks to enter into a contract with Emerald City to perform a live concert called "*Rockin'*
14 *the Route 66 Kickoff Concert*", to kick off the Birthplace of Route 66 Festival ("Route 66
15 Festival"); and
16

17 WHEREAS, the contract requires both payment to Emerald City and provision of
18 amenities to Emerald City by the City; and
19

20 WHEREAS, the terms of the contract provide that the maximum payment to
21 Emerald City shall be \$25,500 and the maximum value of amenities provided to
22 Emerald City shall be \$22,767; and
23

24 WHEREAS, the *Rockin' the Route 66 Kickoff Concert* and street party will attract
25 new interest in the festival, promote tourism, and spur economic activity; and
26

27 WHEREAS, Emerald City's concert will enhance the festival's ability to give
28 community members and visitors a chance to celebrate coming out of the pandemic.
29

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

33 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
34 an agreement with Emerald City, said agreement to be substantially in form and content

as that document attached hereto and incorporated herein by this reference as "Exhibit 1" and approved as to form by the City Attorney or her designee.

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

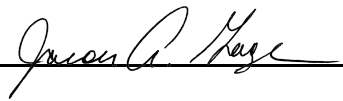
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 167

FILED: 06-22-21

ORIGINATING DEPARTMENT: Public Information and Civic Engagement

PURPOSE: To authorize the City Manager, or designee, to enter into a contract for services with Emerald City Band for the Birthplace of Route 66 Festival.

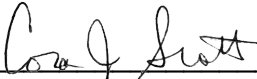
BACKGROUND INFORMATION: House Bill No.7, passed by the General Assembly, contains a provision at line 37, page 10, for \$100,000 to be paid out of the Division of Tourism Supplemental Revenue Fund (0274) for Springfield's Route 66 Festival. These one-time funds are intended to enhance the 2021 festival in order to promote tourism to the region and spur economic activity. This bill has not been signed by Governor Parson. Additionally, Governor Parson has stated if legislators do not extend the Federal Reimbursement Allowances by July 1, budget restrictions will be made across state government, which would include items such as the \$100,000 designated for the Route 66 Festival. Therefore, it is possible that the City may not receive the \$100,000.

Hosting a kickoff concert on the evening of August 12, 2021 will extend the festival by one day, encouraging additional overnight stays. The *Rockin' the Route 66 Kickoff Concert* and street party will attract new interest to the festival and provide an opportunity for diverse entertainment for all ages. This concert will also provide a chance for community members and visitors alike to celebrate coming out of the pandemic and set the stage for future economic vitality and recovery efforts to be promoted during and following the highly anticipated festival.

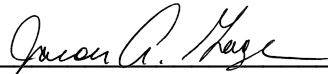
This measure requests approval of a contract with Emerald City Band. The contract provides for Emerald City Band to be paid a maximum amount of \$25,500 and to be provided amenities by the City with a maximum value of \$22,767.

Submitted by:

Approved by:



Cora Scott, Director of Public Information
and Civic Engagement



Jason Gage, City Manager

Exhibit 1

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) CONTRACTOR	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: 417-864-1009 Attn: Cora Scott, Director of Public Information & Civic Engagement		Emerald City Band, Inc. 4688 Reunion Dr Plano, TX 75024 Phone: 469-867-0765 Attn: Jim Foster Email: jim@emeraldcityband.com	

SERVICES CONTRACT

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, the City of Springfield desires to engage the Contractor to render certain professional services hereafter described in connection with a project more particularly described in **Exhibit A**; and

WHEREAS, the Contractor made certain representations and statements to the City with respect to the provision of such services and the City has accepted said proposal;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the Contractor as follows:

1. **Services.** The City agrees to engage the services of the Contractor and the Contractor agrees to perform the services hereinafter set forth in connection with projects described in **Exhibit A** in accordance with the standard of care, skill and expertise ordinarily used by other members of Contractor's profession in performing similar services. No services shall be provided by Contractor until this Contract has been fully executed.

2. **Addition to Services.** The City may add to the Contractor services or delete therefrom activities of a similar nature to those set forth in **Exhibit A**, provided that the total cost of such work does not exceed the total cost allowance as specified in Paragraph 7 hereof. The Contractor shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Contractor.

3. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Contractor without charge, and the parties shall reasonably cooperate in connection with this Contract.

4. **Personnel.** The Contractor represents that Contractor will secure at Contractor's own expense, all personnel required to perform the services called for under this Contract by Contractor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.

5. **Term.** The services of the Contractor shall commence as soon as practicable after the execution of this Contract, unless otherwise directed in writing by the City, and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of the Contract, but in any event, all of the services required hereunder shall be completed as set forth in the schedule for the project which is attached hereto as **Exhibit A**.

6. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Contractor providing services hereunder shall be required to keep track of the amount of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Contractor shall promptly notify the City if Contractor anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Contractor shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.

7. **Payment.**

a. **Conditioned upon acceptable performance.** Provided Contractor performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Contractor in accordance with the terms set forth in **Exhibit A**, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Contractor for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in **Exhibit A**.

b. **Total compensation not to exceed.** It is expressly understood that in no event will the total compensation and reimbursement to be paid to the Contractor under the terms of this Contract exceed the sum of **Twenty-Five Thousand Five Hundred and No/100 dollars (\$25,500.00)**.

8. **Termination of Contract.** Failure of the Contractor to fulfill Contractor's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in Exhibit A shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Contractor by one of four different means: Facsimile Transmission ("FAX") if Contractor has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Contractor; or by electronic mail to the address indicated below; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Contractor or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs.

9. **Cancellation of Contract.** If the City cancels for any reason, Contractor may keep the deposit stated in Exhibit A. If the City asks Contractor to perform after the City has cancelled, Contractor will have the option of accepting depending on the availability of musicians, proximity, and other considerations. The City may request to book Contractor on an alternate date after a cancellation for a 25% courtesy discount off of the price applicable to the alternate date.

10. **Substitute Event.** If Contractor accepts a substitute event that is less than the agreed price, then the City will be liable for the price difference.

11. **Inability to Perform.** If for any reason Contractor is unable to perform, Contractor will offer a suitable replacement. If the replacement is not acceptable to the City for any reason, Contractor will refund all money.

12. **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 applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor 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 Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor.

13. **Assignment.** The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial

institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this Contract, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this Contract.

14. Confidentiality of Documents. Any reports, data, design or similar information given to or prepared or assembled by the Contractor under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

15. Discrimination. The Contractor agrees in the performance of this Contract not to discriminate on the ground or because of race, color, religion, sex, sexual orientation, gender identity, national origin, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

16. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.

17. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments issued to Contractor has been made in full.

18. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this Contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide a notarized affidavit acceptable to the City stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

19. Certificate of Compliance with 34.600 RSMo. (Anti-Discrimination Against Israel Act). That pursuant to Missouri Revised Statute Sections 34.600 et., seq., A Contractor must provide a written certification of compliance with the Anti-Discrimination Against Israel Act, RSMo. 34.600 et.,seq. that the contractor is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. This section shall not apply to contracts with a total potential value of less than one hundred thousand dollars or to contractors with fewer than ten employees.

20. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this Contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

21. General Independent Contractor Clause. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor 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 Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

22. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.

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

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct directly and solely resulting in a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this Contract.

b. The Contractor shall defend, indemnify, and hold the City harmless from and against all claims, including but not limited to losses, and liabilities arising out of personal injuries, including death, and damage to property, which are caused by the Contractor arising out of or in any way connected with this Contract.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due Contractor's employees in rendering services pursuant to this Contract, including payment of reasonable attorney fees and costs in the defense of any claim made under the Fair Labor Standards Act or any other federal or state law.

24. Attorney Fees. In the event of any litigation arising from breach of this Agreement the City shall be entitled to recover from the Contractor all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

25. Insurance. Contractor will keep in full force and effect during the term of this Contract commercial general liability insurance with limits of not less than One Million and no/100 Dollars (\$1,000,000.00) in which the City of Springfield is named additional insured and provide the City with an insurance certificate acceptable to the City evidencing such coverage.

26. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Contractor), or by first class mail addressed to City or Contractor at the addresses shown above. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Contractor) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

27. Jurisdiction. This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

28. Entire Agreement. This Contract contains 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.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

CERTIFICATE OF DIRECTOR OF FINANCE

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

Director of Finance or Acting Director

APPROVED AS TO FORM

City Attorney or designee

CONTRACTOR:

By: _____

Name & Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE), please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MISSOURI

By: _____

City Manager or designee

Exhibit A to Services Contract**Scope of Work**

Name of Contractor	Emerald City Band, Inc.	
Scope of Work (Job Description)	Perform at the Route 66 Festival Kick-Off event on a stage at Jefferson Avenue and McDaniel St in Springfield, Missouri. (Stage location adjustments, if needed, will be communicated by City.) Full band performance for a three (3) hour block of time with breaks. Amenities provided by City: 1. City will provide round-trip ground transportation to and from airport and hotel/venue. (\$500.00 value) 2. City will provide 12 hotel rooms for 2 nights at Hotel Vandivort. (\$2,304.00 value) 3. City will provide 5 hot, buffet-style catered meals and non-alcoholic beverages. (\$2,380.00 value) 4. City will contract separately with Headline Productions to meet power requirements, including 8 separate 20 amp circuits, and needed production items: sound, stage, lights, and backline expenses including instruments. (\$15,583.00 value) 5. City will provide inclement weather back-up venue at the Historic Gillioz Theatre. (\$2,000.00 value)	
Event Date	August 12, 2021	
Reimbursable Expenses	☐ None ☒ Air Travel	
Maximum Payment	\$ 18,500.00	Maximum Payment for Services Rendered
	\$ 7,000.00	Maximum Amount Of Expenses To Be Reimbursed – Air Travel for 14 people at \$500.00 per person
	\$ 25,500.00	Total Maximum Amount To Be Paid To Contractor
Amenities Provided		
	\$22,767.00	Maximum Value of Amenities Provided by the City (See also Scope of Work)
		1. \$500.00 -Ground transportation 2. \$2,304.00 – Hotel 3. \$2,380.00 – Meals 4. \$15,583.00 – Production and Back Line Expenses 5. \$2,000.00 - Back-Up Venue
	\$48,267.00	Maximum Value of Contracted Services

Method of Payment	☐ Lump Sum Of Entire Amount Upon Satisfactory Completion of Project ☐ Monthly Payments Based On Rate of \$ _____ Per Hour ☒ Incremental Payments As Follows: 1. Deposit of \$9,250.00 due by July 16, 2021. 2. Reimbursement for travel expenses upon receipt of proof of purchase. 3. Final payment of \$9,250.00 for services rendered at close of performance on August 12, 2021.
Department Head's Signature or designee	Date:

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 06-22-21

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2021-168

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2021-2022 budget of the City to adjust the authorized
2 employee positions in the Law Department by adding one full-time
3 equivalent position of Legal Technician (PAT-5) and to fund said position.
4 _____

5
6 WHEREAS, Springfield Municipal Court was required to transition to the Show-
7 Me Courts software system on January 1 of this year; and
8

9 WHEREAS, the transition to the Show-Me Courts system and implementation of
10 police body cameras has added significantly to the workload of the City's prosecutor
11 office staff, and the current staffing level is insufficient to handle the additional workload;
12 and
13

14 WHEREAS, the addition of one full-time Legal Technician to the Law Department
15 is required to provide timely services to citizens and the Municipal Court.
16

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

20 Section 1 – The budget of the City for Fiscal Year 2021-2022 is hereby amended
21 by changing the number of authorized job positions for the Law Department by adding
22 one full-time equivalent ("FTE") position of Legal Technician, PAT – 5.
23

24 Section 2 – The budget of the City for Fiscal Year 2021-2022 is hereby amended
25 in the accounts and in the amounts as shown on Budget Adjustment No. 001, a copy of
26 which is attached hereto and incorporated herein by reference as "Exhibit A."
27

28 Section 3 – City Council finds that the budget adjustment made above has been
29 recommended by the City Manager, and the City Manager is directed to cause the
30 appropriate accounting entries to be made in the books and records of the City.
31

32 Section 4 – This Ordinance shall be in full force and effect from and after
33 passage.

34
35
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48

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Rhonda Lewsader, City Attorney

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

EXPLANATION TO COUNCIL BILL 2021-168

FILED: 06-22-21

ORIGINATING DEPARTMENT: Law Department

PURPOSE: Amending the Fiscal Year 2021-2022 budget of the City to adjust the authorized employee positions in the Law Department to add one full-time equivalent position and to fund said position.

BACKGROUND INFORMATION: The Law Department desires to add one full-time equivalent ("FTE") Legal Technician, PAT-5 position to address increased workload due to the Municipal Court's transition to the states court automation software system and implementation of police body cameras.

Last year, Springfield Municipal Court was ordered by the presiding judge of the 31st judicial circuit to transition to the state of Missouri's court automation software, which is known as Show-Me Courts. Implementation of Show-Me Courts began on January 1 of this year. Previously, Municipal Court staff entered tickets into the court software. However, the transition to the Show-Me Courts system requires that prosecution staff enter the tickets. The transition to the Show-Me Courts system has proven to be difficult for both the prosecutor's office and court staff because the system was not designed for a high-volume municipal court such as Springfield's. While the prosecutor's office has made a valiant attempt to keep up with ticket filings in the unwieldy Show-Me Courts system, current staffing levels are simply insufficient to address the additional work created by the Show-Me Courts system and ticket filings have fallen behind, impacting both citizens who receive tickets and the functioning of Municipal Court.

Additionally, the Springfield Police Department implemented usage of body cameras, which has created discovery requests for the footage. The prosecutor's office must review this footage and provide it in response to the discovery requests.

Staffing for the prosecutor's office is insufficient to keep up with the additional work created by the Show-Me Courts transition and discovery requests for police body camera footage. One FTE for a Legal Technician position is requested to address both issues.

BUDGET NOTE: Funding for the Legal Technician , PAT-5 position would result in an increase in costs projected to be at \$51,300 for a full-year salary and benefits. Because this position was not included in the Fiscal Year 2021 - 2022 annual budget recently approved by City Council, funding for the first year would come from carryover funds. The position is expected to be included in the Fiscal Year 2022 – 2023 budget.

Submitted & Recommended by:

Approved by:


Rhonda Lewsader, City Attorney


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	04	11010	500110			\$ 36,788	Salaries
10110	04	11010	500210			6,072	LAGERS
10110	04	11010	500250			2,815	FICA
10110	04	11010	500260			5,592	Health Ins.
10110	04	11010	500280			33	Workers' Compensation
Net Expenditure Adjustment						\$ 51,300	

Fund Balance Appropriation:

Fund	Title	Amount
10110	General Fund - Fund Balance	(51,300)

Explanation: To amend the FY2021-2022 budget by appropriating General Fund carryover balance for an additional Legal Technician FTE in the Prosecutor's Office.

Requested By:

Rhonda Lewisaden 06/22/21
Department Head Date

Approved By:

DD Hill 06/22/21
Director of Finance Date

Authorization:

Council Bill No. 2021-168
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-22-21

Sponsor: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-169

SPECIAL ORDINANCE _____

AN ORDINANCE

1 RELINQUISHING certain sanitary sewer easement(s) located at 3101 South Glenstone
2 Avenue for the purpose of accommodating improvements at said
3 location.
4 _____
5

6 WHEREAS, an application has been submitted requesting that the City relinquish
7 certain sanitary sewer easement(s) located at 3101 South Glenstone Avenue, said request
8 being generally referred to as Relinquishment 914; and
9

10 WHEREAS, the purpose of such request is to accommodate the addition of a
11 vestibule to an existing building at said location, and applicant is to dedicate a replacement
12 easement through a separate instrument; and
13

14 WHEREAS, the Planning and Zoning Commission, at their meeting on June 3, 2021,
15 recommended approval of the relinquishment request; and
16

17 WHEREAS, City Council finds that, provided the conditions set forth in "Exhibit A," of
18 this Ordinance are fully complied with, the relinquishment requested by the applicant is
19 appropriate and thereby desires to relinquish said easement(s) consistent with the provisions
20 of this Ordinance.
21

22 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – City Council hereby relinquishes certain sanitary sewer easement(s)
26 located at 3101 South Glenstone Avenue, said easement(s) being more fully described in
27 the legal descriptions attached hereto as "Exhibit A – Attachment 3," provided that said
28 relinquishment shall not become effective until applicant has fully complied with those
29 conditions set forth in "Exhibit A – Attachment 2," which is attached hereto and incorporated
30 by reference herein.
31

32 Section 2 – The relinquishment contemplated by this Ordinance shall not become
33 effective until the public improvements to the proposed sanitary sewer easement area are

34 completed, said improvements are accepted by the City, and the replacement sanitary
35 sewer easement is filed . If this condition is not completed within one (1) year from City
36 Council's approval, then said approval is null and void, and the sanitary sewer easement
37 requested to be relinquished will remain.
38

39 Section 3 – Upon the Director of Planning and Development certifying in writing to the
40 City Clerk that the conditions contained in "Exhibit A – Attachment 2" to this Ordinance have
41 been fully complied with, this Ordinance shall be in full force and effect. City Council finds
42 that the sections contained in this Ordinance are an integral part of the decision to relinquish
43 said easements and, if for any reason, any section or provision of this Ordinance is found to
44 be null and void, the whole Ordinance shall be considered null and void.
45

46 Passed at Meeting: _____
47

48 _____
49 Mayor
50

51 Attest: _____, City Clerk
52

53 Filed as Ordinance: _____
54

55
56 Approved as to Form: *Jill Burris*, Assistant City Attorney
57

58
59 Approved for Council Action: *Jason A. Hays*, City Manager

EXPLANATION TO COUNCIL BILL 2021- 169

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To relinquish a sanitary sewer easement generally located at 3101 South Glenstone Avenue in Springfield, Missouri.

BACKGROUND INFORMATION:

RELINQUISH EASEMENT NUMBER 914

The applicant is requesting to relinquish a sanitary sewer easement in order to accommodate the addition of a vestibule to an existing building. A replacement sanitary sewer easement has been dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended approval, by a vote of 8 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

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

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

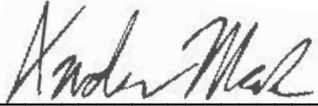
CONDITIONS:

If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

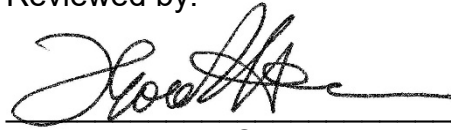
If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

Submitted by:



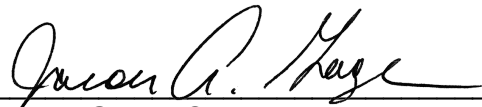
Andrew Menke, Assistant Planner

Reviewed by:



Bob Hosmer, AICP
Planning Manager

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Approval Criteria
- Attachment 3, Legal Description
- Attachment 4, Drawings

Exhibit A

Development Review Staff Report



PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE: Relinquishment of Easement 914

ACRES: 0.06

LOCATION: 3101 South Glenstone Avenue

EXISTING LAND: Strip mall

APPLICANT: Warren Davis Properties XXII, LLC

STAFF: Andrew Menke, Assistant Planner
417-864-1613

STAFF RECOMMENDATIONS:
Approve and forward recommendation to City Council

PROPOSED MOTION: Move to approve as submitted in the staff report. 5 voting members to approve or deny.

SUMMARY OF REQUEST:

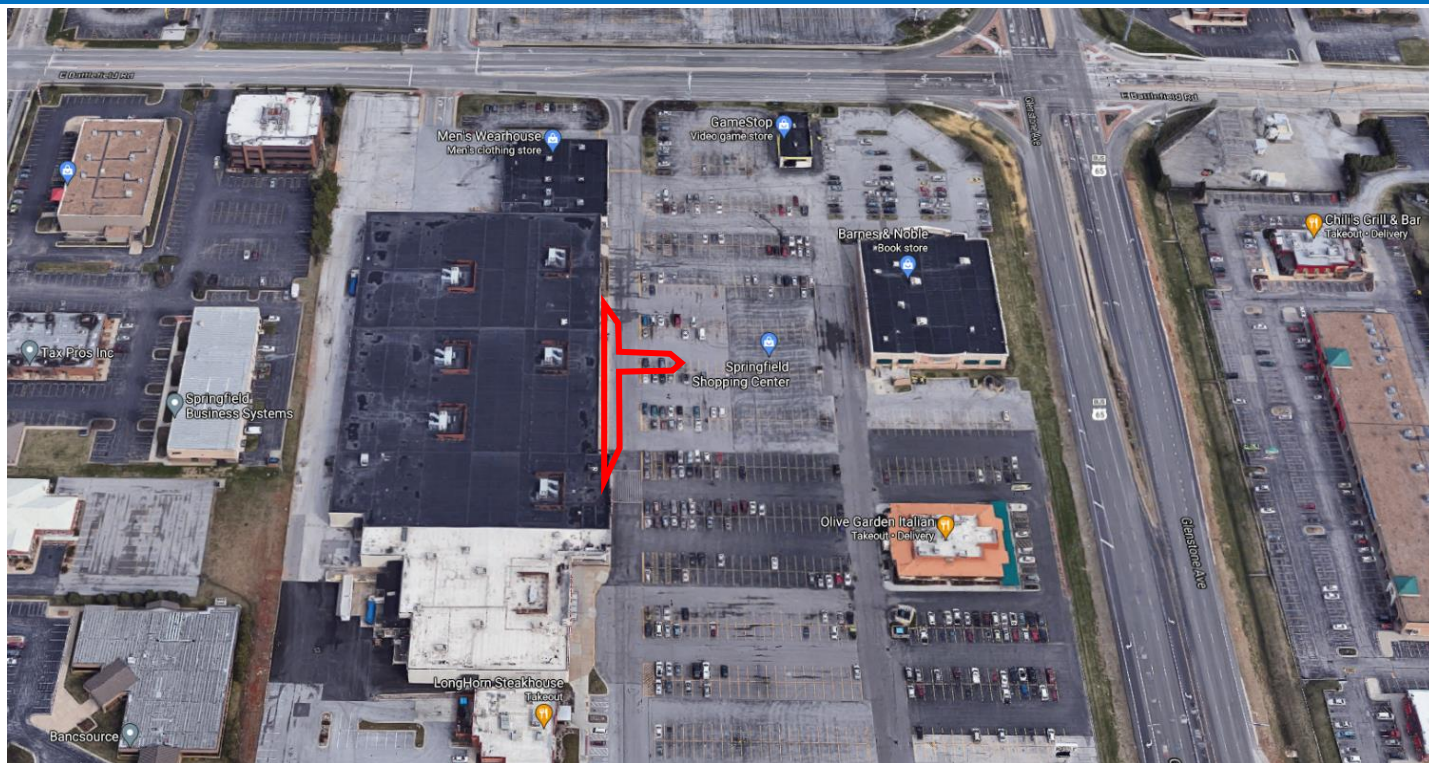
The applicant, Warren Davis Properties XXII, LLC, is requesting to relinquish a sanitary sewer easement to facilitate the development of their property. A replacement easement has been dedicated. The relinquishment of the easement is contingent upon the construction of public improvements.

FINDINGS FOR STAFF RECOMMENDATION:

The requested relinquishment meets the approval criteria listed in Table A.

Development Review Staff Report

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



Development Review Staff Report



PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 98-160. - Relinquishment of public utility easements.

- (a) The planning and zoning commission may authorize the relinquishment of a public utility easement upon determining the following:
- (1) No one has objected to the relinquishment of the easement.
 - (2) The appropriate city agency (public works in the case of sewer easements, and city utilities in the case of electric, gas and water easements) has filed with the department of community development a statement that the easement is no longer needed to provide utility service.
 - (3) The retention of the easement no longer serves any useful public purpose.
- (b) Upon the planning and zoning commission determining that the conditions set forth in subsection (a) of this section have been satisfied, the commission may adopt a resolution authorizing the mayor of the city to quitclaim the city's interest in the public utility easement, which quitclaim deed shall be filed in the county land records. If the conditions set forth in subsection (a) of this section are not satisfied, any person who has filed a request for the relinquishment of the public utility easement can request that the city council consider the matter by filing a notice with the director of community development asking that the city council hear the matter.

STAFF COMMENTS:

1. The applicant is requesting to relinquish a sanitary sewer easement in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easement is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

CONDITIONS:

A. If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

ATTACHMENT 1: DEPARTMENT COMMENTS

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

1. No objection to the relinquishment request although it needs to be noted that the relinquishment cannot take effect until the public improvement plans have been completed and accepted.
2. The public improvement plans have been submitted but have not yet been approved. The alignment is acceptable.
3. Need to route the relinquishment to Jim Gray in PW R/W for review also.
4. The replacement easement for the sewer relocation has been recorded.

DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

Development Review Staff Report



ATTACHMENT 2: APPROVAL CRITERIA

Table A

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings.		Staff Response
1.	No one has objected to the relinquishment of the easements.	No one has objected to the relinquishment of the easement.
2.	The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service.	All interested City agencies have filed a statement and, with the conditions set forth, do not object to the relinquishment of the subject easement. The applicant has dedicated a replacement easement.
3.	That the retention of the easements no longer serves any useful public purpose.	Once construction of public improvements has been completed, the retention of the subject easement no longer serves a public purpose. The applicant has dedicated a replacement easement through a separate instrument.

ATTACHMENT 3: LEGAL DESCRIPTION

A vacation of a portion of a sanitary sewer easement being a part of the Northeast Quarter of the Southeast Quarter of Section Six, Township 28 North, Range 21 West of the Fifth Principal Meridian, City of Springfield, Greene County, Missouri and being more particularly described as follows: Commencing at an existing iron pin at the Southeast corner of Lot 11 of Battlefield South, a subdivision in the City of Springfield, Greene County, Missouri, per the recorded plat thereof; thence, North 01°14'07" East, along and with the East line of said Lot 11, a distance of 156.77 feet; thence, South 88°58'04" East, leaving said East line, a distance of 337.90 feet to the West line of a sewer easement as described in Book 1521 at Page 1905 of the Greene County Deed Records, said point lying 5.00 feet West of the manhole identified as Manhole "C" in said easement and the POINT OF BEGINNING; thence, North 01°04'15" East, along and with the West line of said easement, a distance of 96.42 feet; thence, South 34°13'30" East, leaving said West line, a distance of 17.31 feet to the East line of said easement; thence, South 01°04'15" West, along and with said East line, a distance of 77.27 feet; thence, South 88°58'04" East, along and with the North line of said easement, a distance of 54.68 feet; thence, South 34°13'30" East, departing said North line, a distance of 7.83 feet; thence, South 20°13'20" West, a distance of 3.82 feet to the South line of said easement; thence, North 88°58'04" West, along and with said South line, a distance of 57.92 feet; thence, South 00°40'38" West, along and with the East line of said easement, a distance of 163.50 feet; thence, South 20°13'20" West, leaving said East line, a distance of 29.89 feet to the West line of said Easement; thence, North 00°40'38" East, along and with said West line, a distance of 196.71 feet to the POINT OF BEGINNING, containing 2,720 square feet, more or less.

Said description being intended to vacate any and all of that portion of the sanitary sewer easement in Book 1521 Page 1905 falling between a proposed 15' san sewer easement beginning 82.26 feet North of and extending to 168.51 feet South of and extending to 54.68 feet East of said Manhole "C".



”Engineering with Integrity”

Missouri State Certificate of Authority
Engineering #2005015504
Land Surveying #2009028050

**SANITARY SEWER
EASEMENT
RELINQUISHMENT
EXHIBIT**

863

One-rdg. _____
P. Hrngs. _____
Pgs. 20
Filed: 06-22-21

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-170

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Brody's Place, generally located at 5505 West
4 Sunshine Street, upon the applicant filing and recording a final plat
5 that substantially conforms to the preliminary plat; and authorizing the
6 City Clerk to sign the final plat upon compliance with all the terms of
7 this Ordinance. (Staff recommends that City Council accept the public
8 streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Brody's Place, dated April 23, 2021, is
12 on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on June 3, 2021, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of Brody's Place,
16 which is generally located at 5505 West Sunshine Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Brody's Place,
24 which is generally located at 5505 West Sunshine Street, as approved by the Planning
25 and Zoning Commission. The original plat of Brody's Place is on file in the Department
26 of Planning and Development ("Approved Preliminary Plat"), a reduced version of which
27 is attached hereto for general reference as "Exhibit B - Attachment 5." All of "Exhibit B,"
28 including attachments, is incorporated herein by this reference.
29

30 Section 2 – The Director of Planning and Development shall be authorized to
31 accept the land, easements, and improvements dedicated to the City, as shown on said
32 plat, upon the applicant filing and recording a final plat in accordance with this
33 Ordinance and the Subdivision Regulations of the City, which final plat shall

substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 170

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Brody's Place, generally located at 5505 West Sunshine Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Brody's Place dated April 23, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Attachment 5.
- B. The Planning and Zoning Commission held a public hearing on June 3, 2021, and approved the Preliminary Plat, submitted with a subdivision variance, by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The applicant requested a variance from Section 36-243(1) of the Subdivision Regulations, which requires the dedication of streets that conform with the Major Thoroughfare Plan. The applicant wishes to not dedicate the future collector that runs along the northern boundary of the subject property. The Planning and Zoning Commission has authority to grant variances per section 36-206 (5). The Major Thoroughfare Plan shall be amended as submitted to remove the proposed collector on the northern side of the proposed plat. If this is not completed prior to the Final Plat submittal, then the variance is null and void.

4. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
5. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
6. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
7. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

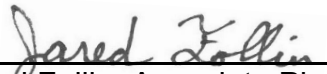
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as Medium Intensity Retail, Office or Housing and Business Park. The proposed Preliminary Plat subdivides the property in a way that is compatible with the Comprehensive Plan. The Major Thoroughfare Plan classifies Sunshine Street (State Route 413) as an Expressway and James River Freeway as a Freeway.

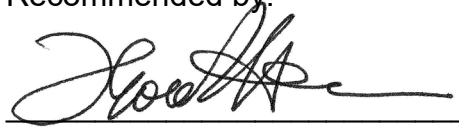
REMARKS:

Staff recommends approval.

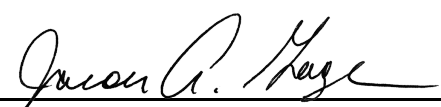
Submitted by:


Jared Follin, Associate Planner

Recommended by:


Bob Hosmer, AICP Planning Manager

Approved by:


Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions for Approval

Attachment 3, Conditions of Variance Approval

Attachment 4, Major Thoroughfare Plan

Attachment 5, Preliminary Plat

Exhibit A

**RECORD OF PROCEEDINGS
PRELIMINARY PLAT – BRODY’S PLACE
Planning and Zoning Commission – June 3, 2021**

Preliminary Plat of Brody’s Place
5505 West Sunshine Street

Applicant: West Sunshine Development, LLC

Mr. Hosmer states that this is a request to approve a preliminary plat located at 5505 West Sunshine Street for an 8-lot commercial subdivision and a request for subdivision variance. The property is zoned GR, General Retail and Greene Co. M-, Light Manufacturing. Rezoning request to HC. The Transportation Plan classifies Sunshine as an expressway. The property is located in a FEMA designated floodplain/sinkhole; however, it is not in a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed. There will be detention onsite. The applicant is requesting a subdivision variance, to not dedicate a street proposed on the Major Thoroughfare Plan. Future collector, connecting FR 156 to Mapleleaf. The City Public Works Dept, Greene County, City of Republic and the Ozarks Transportation Organization (OTO), have determined that the future collector is not a necessary roadway. Staff recommends the subdivision variance be approved to not dedicate the future collector on the Major Thoroughfare Plan. However, this will have to be amended by PZ and City Council prior to final platting. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig opened the public hearing.

Mr. Ryan Schweissguth, representing the developer and here to answer any questions.

Mr. Doennig closed the public hearing.

COMMISSION ACTION (1):

Ms. Bruce motioned to **approve** Preliminary Plat of Brody’s Place subdivision variance to be removed from a future collector on the Major Thoroughfare Plan (5505 West Sunshine Street). Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.

COMMISSION ACTION (2):

Mr. Knuckles motioned to **approve** Preliminary Plat of Brody’s Place (5505 West Sunshine Street). Ms. Bruce seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.



Bob Hosmer, AICP
Planning Manager

Exhibit B



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:
CITY COUNCIL PUBLIC HEARING:

JUNE 3, 2021

JUNE 28, 2021

CASE: Preliminary Plat of Brody's Place

ACRES: 32.77

LOCATION: 5505 West Sunshine Street

EXISTING LAND USE: Undeveloped/Office

APPLICANT: West Sunshine Development, LLC & LKM Investment Properties, LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).



SUMMARY OF REQUEST:

1. Request to approve an eight-lot preliminary plat zoned General Retail and Greene County M-1, Light Manufacturing with a subdivision variance.
2. The applicant is requesting a subdivision variance from Section 36-243(1) of the Subdivision Regulations, which requires the dedication of streets to conform to the Major Thoroughfare Plan. The applicant wishes to not dedicate right-of-way for a future collector located on the northern boundary of the subject property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. Staff recommends the subdivision variance be approved to allow a variance from Section 36-243(1) in order to allow the applicant to not dedicate the future collector designated by the Major Thoroughfare Plan that is located on the northern boundary line of the subject property (*Attachment 4*).
2. In discussions with representatives from Greene County, the City of Republic and the Ozarks Transportation Organization (OTO), it has been determined that the future collector is not necessary to the future transportation system and would not provide meaningful connectivity to the travelling public, as it would only serve the subject property.
3. There are plans to remove the future collector from the Major Thoroughfare Plan.
4. The applicant's proposal, with the conditions listed in *Attachment 2*, and approval of the subdivision variance, are consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	Republic AG, Agriculture	Greene County M-1, Light Manufacturing	Highway Commercial	Republic AG, Agriculture
LAND USE	Residential	Community Center	Office	Undeveloped

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



CITY OF
Springfield

This aerial map shows the James River area in St. James, Missouri. The James River is visible in the lower right, flowing towards the James River Bridge. A yellow outline highlights a specific area of interest, which appears to be a large, irregularly shaped parcel of land. The map includes various labels for streets and landmarks, such as "JAMES RIVER", "JAMES RIVER BRIDGE", "ST. JAMES, MO", "W. 10th St", "W. 11th St", "W. 12th St", "W. 13th St", "W. 14th St", "W. 15th St", "W. 16th St", "W. 17th St", "W. 18th St", "W. 19th St", "W. 20th St", "W. 21st St", "W. 22nd St", "W. 23rd St", "W. 24th St", "W. 25th St", "W. 26th St", "W. 27th St", "W. 28th St", "W. 29th St", "W. 30th St", "W. 31st St", "W. 32nd St", "W. 33rd St", "W. 34th St", "W. 35th St", "W. 36th St", "W. 37th St", "W. 38th St", "W. 39th St", "W. 40th St", "W. 41st St", "W. 42nd St", "W. 43rd St", "W. 44th St", "W. 45th St", "W. 46th St", "W. 47th St", "W. 48th St", "W. 49th St", "W. 50th St", "W. 51st St", "W. 52nd St", "W. 53rd St", "W. 54th St", "W. 55th St", "W. 56th St", "W. 57th St", "W. 58th St", "W. 59th St", "W. 60th St", "W. 61st St", "W. 62nd St", "W. 63rd St", "W. 64th St", "W. 65th St", "W. 66th St", "W. 67th St", "W. 68th St", "W. 69th St", "W. 70th St", "W. 71st St", "W. 72nd St", "W. 73rd St", "W. 74th St", "W. 75th St", "W. 76th St", "W. 77th St", "W. 78th St", "W. 79th St", "W. 80th St", "W. 81st St", "W. 82nd St", "W. 83rd St", "W. 84th St", "W. 85th St", "W. 86th St", "W. 87th St", "W. 88th St", "W. 89th St", "W. 90th St", "W. 91st St", "W. 92nd St", "W. 93rd St", "W. 94th St", "W. 95th St", "W. 96th St", "W. 97th St", "W. 98th St", "W. 99th St", "W. 100th St".



Development Review Staff Report



PROPERTY HISTORY:

The portion of subject property designated as Lots 3 & 8 were incorporated in the City of Springfield on January 31st, 2005. The rest of the subject property is currently in the process of being annexed and rezoned.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Sec. 36-206. - Variances.

- (1) *General.* Deviations from and exceptions to the standards and procedures of this article may be granted by the city council, the planning commission or the director of planning and development, as set forth herein only if such deviations and exceptions conform to the following conditions and procedures. Such deviations and exceptions are referred to, for purposes of this article, as variances relative to zoning and other ordinances and codes effective in the City of Springfield. No application for preliminary plat which would create conditions requiring a variance or exception from zoning standards or other ordinances or codes by the board of adjustment, shall be submitted to the planning and zoning commission unless and until the applicant's request for variance or exception shall have been first submitted to and approved by the board of adjustment.

Development Review Staff Report



- (2) *Purpose and intent.* It is the purpose and intent of this variance procedure to provide relief from unusual hardship, inequitable construction procedures, design requirements which may be impractical and other conditions which occur with a specific parcel of land but do not occur in the normal subdivision process.
- (3) *Conditions of variance approval.* No variance shall be granted unless it is found that:
 - (a) There are special and unusual circumstances affecting said property such that the strict application of the provisions of this article would deprive the owner of the reasonable use of his land and is not the mere grant of a privilege; and
 - (b) The variance is necessary for the preservation and enjoyment of a substantial property right of the owner; and
 - (c) The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.
- (4) *Recording required.* When a variance from these regulations has been approved, the details of such variance shall be recorded in the office of the Recorder of Deeds of Greene County. No such variance shall be recorded, however, until a 30-day period shall have passed during which time said variance may be challenged in a court of competent jurisdiction.
- (5) *Authority to grant variances.*
 - (a) The planning commission shall be empowered to grant variances with respect to the improvements and the design standards relative to lot dimensions and arrangements, street location, alignment, the location and alignment of easements, building lines and similar standards.
 - (b) City council shall review requests for variances only upon an appeal by an applicant from a denial of a request by the commission and only upon the written record made before the commission.
- (6) *Procedure.*
 - (a) Variances shall be reviewed in accordance with one of the two following procedures:
 - 1. Requests for variances may be submitted concurrently with the preliminary plat or final plat if it is a minor subdivision. The applications for variance shall be made on forms provided by the director and shall state precisely the provisions from which variance is requested along with the reasons therefor. Such variance application shall be reviewed and acted upon concurrently with the preliminary plat or final plat if a minor subdivision.
 - 2. Requests for variances independent of plat review shall be permitted if the applicant can show good cause why such request was not made at the time of the preliminary plat and shall be submitted on forms provided by the director along with a fee for administrative processing in the amount prescribed by ordinance. Such application shall be submitted to the commission.
 - 3. Within 30 days after commission has acted on a variance, the city council may, by vote of council, elect to conduct independent review of any variances considered by the commission and may grant, reverse, modify or affirm the decision of the commission based on the provisions of this article and procedures for granting variances.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	None, except as required by Section 36-453, supplemental open space and yard regulations.
Street Classification	Sunshine Street (State Route 413) – Expressway James River Freeway (State Route 360) - Freeway
Sidewalks (Per Sec.36-471)	Sidewalk is required to be constructed on the internal street system within this plat.
Open Space Requirement	Not less than 20 percent of the gross site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* designates this area as Medium Intensity Retail, Office or Housing and Business Park. The proposed Preliminary Plat subdivides the property in a way that is compatible with the Comprehensive Plan. The Major Thoroughfare Plan classifies Sunshine Street (State Route 413) as an Expressway and James River Freeway as a Freeway.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 32.77 acres into an eight-lot subdivision named "Brody's Place" with a subdivision variance.
2. The applicant is also requesting a subdivision variance from Sec. 36-243 (1) to not dedicate a future collector street designated by the Major Thoroughfare Plan.
Sec. 36-243. - Streets.
(1) Conformity. The arrangement character, extent, width, grade and location of all streets shall conform to the official map and master plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Where not shown on the official map or master plan, the arrangement and other design standards of streets shall conform to the provisions found herein.
3. Staff supports the applicant's proposal because the dedication and construction of the collector street would not be necessary to the overall transportation system as it would not make any meaningful improvements to the overall connectivity in the area nor to the travelling public. The applicant's responses to the conditions of variance approval can be found in Attachment 3.
4. It shall be a condition of this plat that the Major Thoroughfare Plan be amended to remove the future collector that runs through the subject property.
5. A portion of the subject property is designated as "Common Ground" and will be the responsibility of an association to maintain, per approved common area covenants.
6. The proposed internal streets will be dedicated as public.
7. An annexation and rezoning request of the subject property is running concurrently with the Preliminary Plat; however, the rezoning has been tabled due the neighborhood notifications and comment cards not being mailed out in time. The applicant is requesting to rezone the property to Highway Commercial.
8. The proposed lots meet the requirements of the City's Subdivision Regulations.

Development Review Staff Report



If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years. The variance will expire if a final plat is not submitted to the Department of Planning and Development within two years of the approval of the preliminary plat, or if the Major Thoroughfare Plan is amended to remove the future collector located on the northern boundary of the subject property.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2, the Subdivision Variance approval criteria can be found in Attachment 3, a map showing the Major Thoroughfare Plan can be found in Attachment 4, and the preliminary plat drawing can be found in Attachment 5.

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES – DEVELOPER’S SERVICES COMMENTS:

Comments for changes CU will expect to see on the final plat; Clarify if streets will be private/public. They are shown as public in the layout but described as private in the property data table. If streets will be public, show a 10ft utility easement along both sides of all streets and around the cul-de-sacs. Utility easement along Sunshine Frontage will need to be 20ft wide instead of 15ft wide. Other perimeter easements are acceptable as shown. CU can extend Elec/Gas/Water into the subdivision, but offsite Elec & Water extensions will be needed. Designs are currently underway. Final routing of all Elec/Gas/Water utilities will be determined by CU Engineering and may not match what is shown. CU's contribution to the Electric Infrastructure for the subdivision (labor, supplied materials, etc.) including the offsite extensions, will be apportioned to each buildable lot on a per sq ft basis. These values will then be added to the Extension Feasibility Analysis for each requested lot/service as the subdivision develops. Contact Josh @ 417-831-8816, Mark Logan (Gas/Water) @ 417-831-8540, or Peter Teudan (Electric) @ 417-874-8006 as needed.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Need to show a minimum 20-foot sanitary sewer easement from the existing manhole on lot 3, east across lots 3 & 8 to Maple Leaf Ln. Sanitary sewer is shown to serve each lot except lot 8. Need to add a note to the plans that states that no sewer connection from lot 8 can occur without additional public improvements to extend public sewer to lot 8. Lot 8 is being included to correct an illegal lot split and is an existing unserved property. Public improvement plans required to construct the sanitary sewer shown on the plat. Public improvements must be complete and accepted or escrowed before the plat or building permits can be approved or issued. I will go ahead and approve the preliminary plat although the sewer easement going to lot 8 needs to be a dedicated sewer easement, not just a utility easement. Please make that change to the final plat when submitted.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

In the final plat clarify if the detention basin shown will be done in a common area and serve all the properties. If that is the case the detention will need to be done on public improvement plans and the public improvement plans will need to be approved and built or escrowed prior to approval of the final plat. The property is in the Wilsons Creek drainage basin. The property is located in a FEMA designated floodplain. This area is within the special flood hazard area. Staff is aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. The sinkhole could be an old farm pond. A fee in lieu of on-site stormwater detention will not be allowed and detention is required. The property is not in a stream buffer area.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

Public improvement plans are required for the internal streets. Public improvements are required to be constructed and

Development Review Staff Report



approved or funds escrowed prior to approval of the final plat. Please include all sidewalk on public improvement plans. Sidewalk is required to be constructed on both sides of the internal streets. This future collector was put on the MTP by either Greene County or the City of Republic. After consulting with Greene County, the City of Republic and OTO, it was determined that this future collector was not and is not needed as part of the future transportation system. It needs to be removed from the MTP, therefore, it is prudent to not require the construction of a road that does not serve a purpose or require dedication of right of way for a corridor that will never be constructed.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Sunshine Street roadway as an Expressway roadway. The standard right-of-way width for W. Sunshine Street is 65 feet from the centerline. It appears no additional right-of-way is needed along W. Sunshine Street. A survey is recommended to determine the exact amount of existing right-of-way. W. Sunshine Street is a state-maintained roadway.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from W. Sunshine Street. MODOT has approved the location of the driveway on W. Sunshine Street shown on the plat. This is the only allowed access point to W. Sunshine Street. There will be no access allowed to Lot 1 or Lot 2 from the first leg of the north/south street. Access to any lot is required to meet current city spacing standards for the street classification.

SIDEWALK

Sidewalk is required to be constructed on the internal street system within this plat.

IMPROVEMENTS

A Traffic Impact Study was required and has been approved by MODOT. Improvements to Sunshine Street are required as follows: a 420-foot right turn lane with taper and a 290-foot left turn lane with taper.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	W. Sunshine Street	Expressway	No	87	65

MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT)

The sale of MODOT r/w has never been finalized with MOCR16, LLC. They will not be able to final plat until the transfer of property is complete.

FIRE DEPARTMENT

Final hydrant locations must comply with 2018 IFC Appendix C and have fire department approval. Cul-de-sacs must comply with 2018 IFC Appendix D.

MEDIACOM

Mediacom has a coax cable feeding this building, the cable runs along the north side of the parking lot to the north west corner of the building.

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The Major Thoroughfare Plan is amended to remove the proposed collector on the northern side of the proposed plat. If this is not completed, then the variance is null and void.
4. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
5. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
6. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
7. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

Development Review Staff Report



CONDITIONS OF VARIANCE APPROVAL:

ATTACHMENT 3

The applicant is requesting a subdivision variance from the following section:

Section 36-243(1) - Conformity. The arrangement character, extent, width, grade and location of all streets shall conform to the official map and master plan and shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets. Where not shown on the official map or master plan, the arrangement and other design standards of streets shall conform to the provisions found herein.

Section 36-206(3) of the Subdivision regulations states in part: No variance shall be granted unless it is found that;

Applicant's Response

There are special and unusual circumstances affecting said property such that the strict application of the provisions of this Article would deprive the owner of the reasonable use of his land and is not the mere granting of a privilege;

The subject property contains a large sinkhole and associated flood plain. The location of these features limits the amount of usable land on the north side of the property. The granting of a 60' wide right-of-way along the north property line of the subject tract would essentially make the northwestern portion of the property unusable. The existing property width outside of the sinkhole and flood plain is roughly 180'. The dedication of 60' of right-of-way would take 1/3 of this usable area.

The variance is necessary for the preservation and enjoyment of a substantial property right of the owner, and;

The granting of the variance would allow the development of 3 acres of the property that would become basically unusable if the 60' right-of-way was required to be granted. The street right-of-way dedication would also require a front building setback which would further reduce the buildable area on the north side of the site.

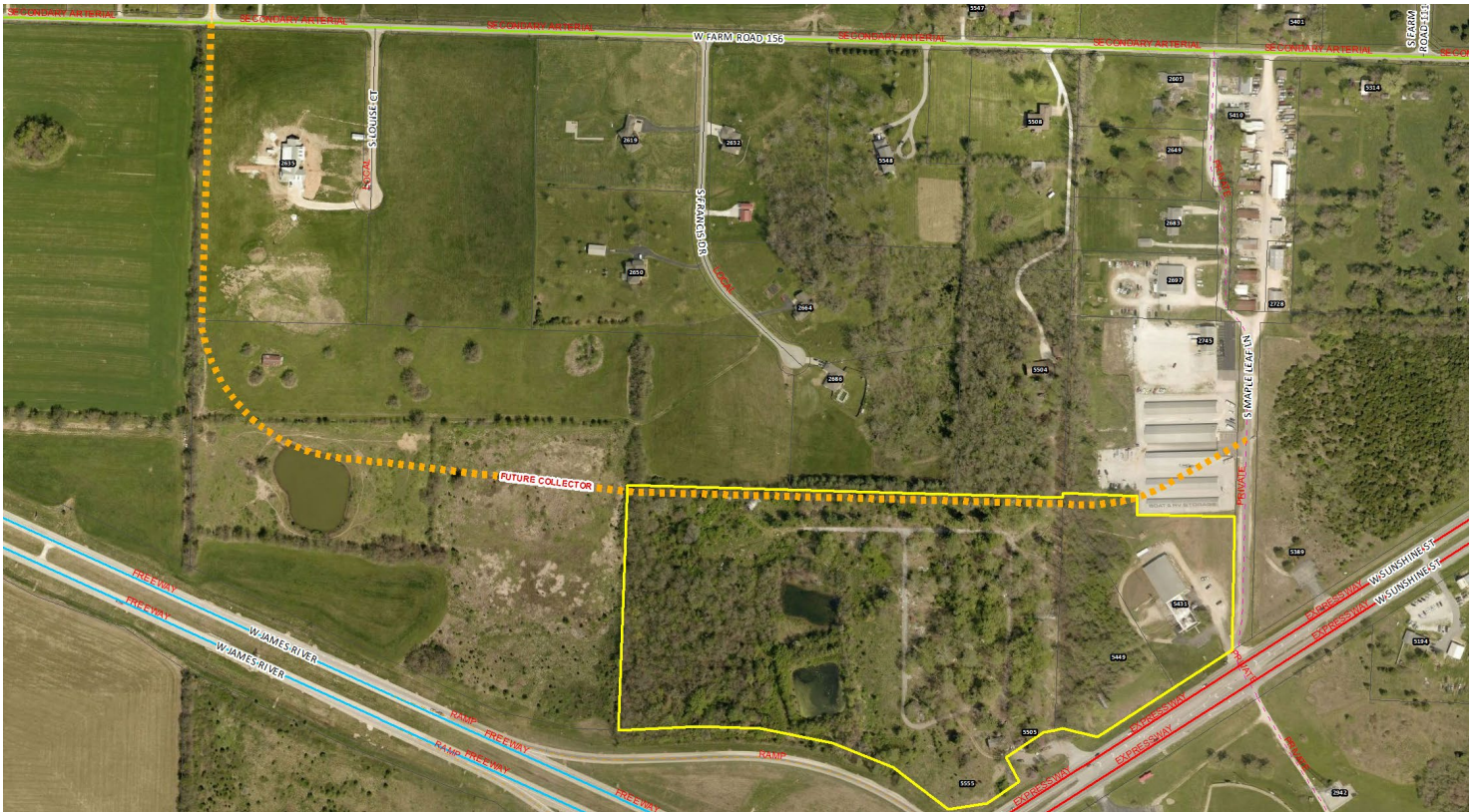
The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

In discussions with City staff, the future roadway shown on the master transportation plan on the northern property line of the property is no longer needed. Staff is reviewing the possibility of removing this roadway from the master transportation plan. The roadway network in this area has evolved over the years from time when the future roadway was originally planned. This evolution of the roadway network has made this collector road unnecessary; therefore, the granting of the variance would not be detrimental to the public safety, convenience, or welfare of the public.

Development Review Staff Report

MAJOR THOROUGHFARE PLAN:

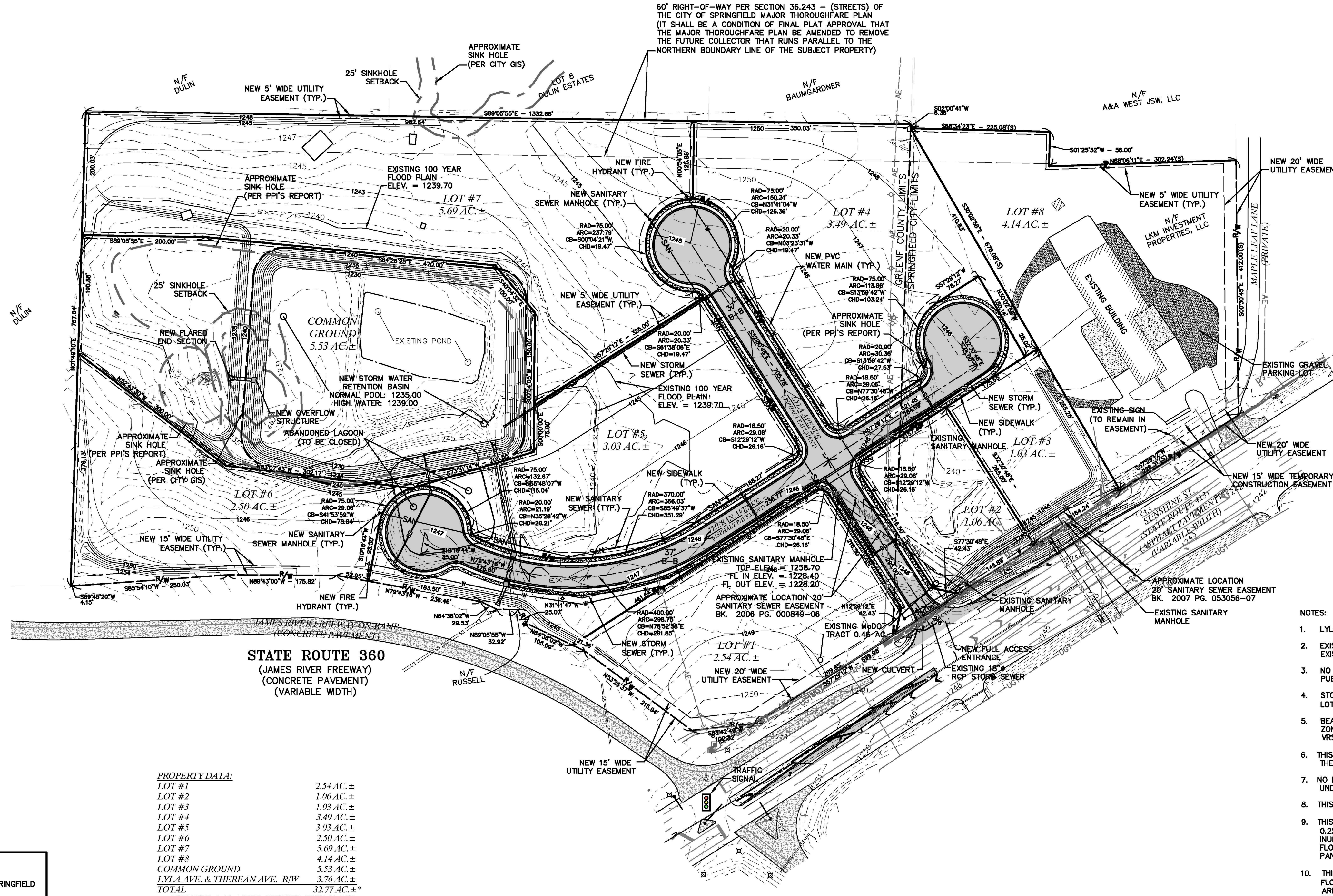
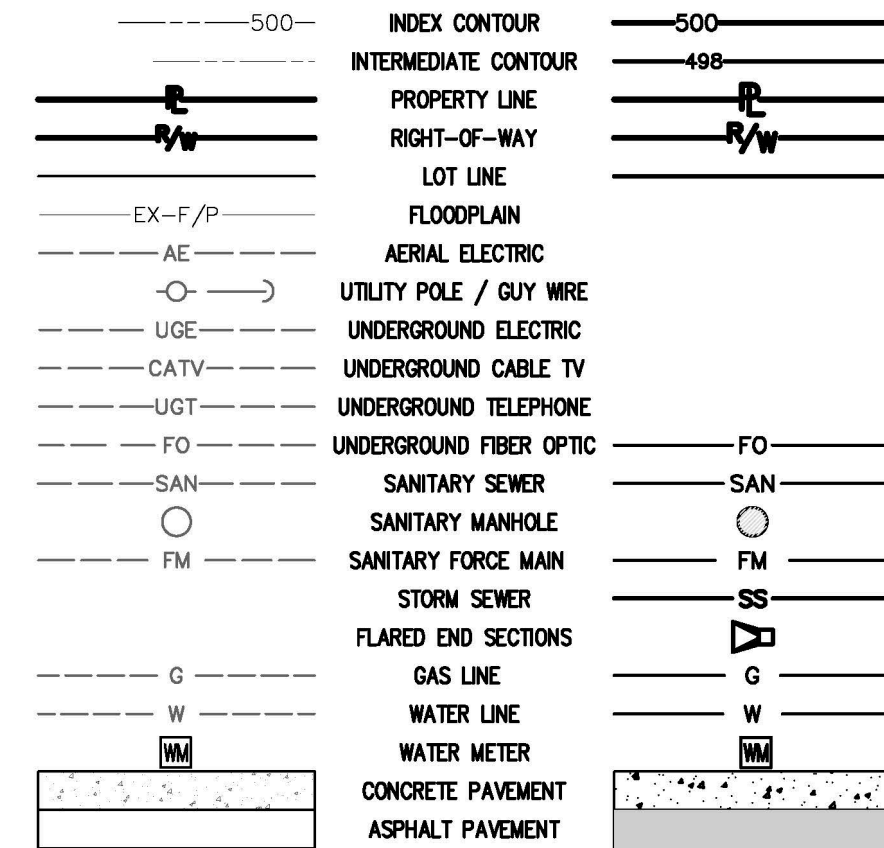
ATTACHMENT 4



PRELIMINARY PLAT
BRODY'S PLACE

LEGEND

EXISTING	PROPOSED
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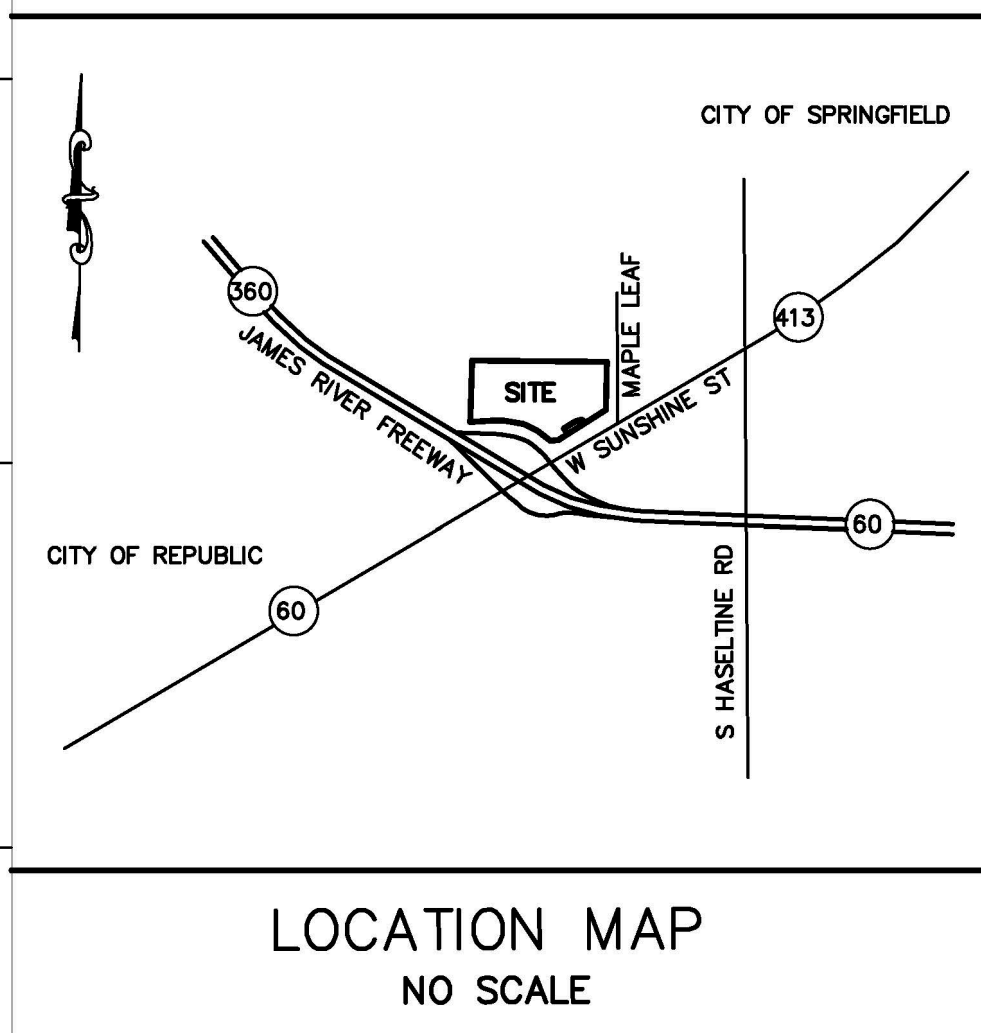
<u>PROPERTY DATA:</u>	
LOT #1	2.54 AC. ±
LOT #2	1.06 AC. ±
LOT #3	1.03 AC. ±
LOT #4	3.49 AC. ±
LOT #5	3.03 AC. ±
LOT #6	2.50 AC. ±
LOT #7	5.69 AC. ±
LOT #8	4.14 AC. ±
COMMON GROUND	5.53 AC. ±
LYLA AVE. & THEREAN AVE. R/W	3.76 AC. ±
TOTAL	32.77 AC. ±

<u>EXISTING ZONING</u>	
GREENE COUNTY: M-1 LIGHT MANUFACTURING DISTRICT	25.25 AC.±
CITY OF SPRINGFIELD: GR - GENERAL RETAIL	7.52AC.±
<u>TOTAL</u>	<u>32.77 AC.±</u>

PROPOSED ZONING
LOTS #1-#7 (INCLUDING R/W & COMMON GROUND)
 HC - HIGHWAY COMMERCIAL 28.63 AC.±
 LOT #8: GR - GENERAL RETAIL 4.14 AC. ±

A TRACT OF LAND BEING PART OF LOT 1 OF THE NORTHWEST QUARTER AND PART OF LOT 1 OF THE NORTHEAST QUARTER ALL IN SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE AT THE NORTHEAST CORNER OF LOT 1 OF SAID NORTHWEST QUARTER; THENCE ALONG THE EAST LINE OF SAID LOT 1 OF THE NORTHWEST QUARTER SOUTH 92°04'1" - WEST 6.36 FEET TO AN IRON ROD AT THE WESTERLY MOST CORNER OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO LUM INVESTMENT PROPERTIES, LLC PER DEED RECORDED IN BOOK 2186 PAGE 0125690; THENCE SOUTHWESTERLY BEARING S 70°00'00" E DISTANCE 10.00 FEET TO THE POINT OF BEGINNING OF THE SOUTHWEST CORNER OF THAT TRACT CONVEYED AS MAPLE LEAF WEST #5W, R/R PER DEED RECORDED IN BOOK 2186 PAGE 0125690; THENCE ALONG THE WEST LINE OF SAID TRACT CONVEYED AS MAPLE LEAF WEST #5W, R/R PER DEED RECORDED IN BOOK 2186 PAGE 0125690, LUM INVESTMENT PROPERTIES, LLC PARCELS, SOUTH 88°43'23" - EAST 22.00 FEET TO AN IRON ROD; THENCE CONTINUING SOUTH 01°25'32" - WEST 58.00 FEET TO AN IRON ROD; THENCE CONTINUING NORTH 88°05'1" - EAST 30.24 FEET TO AN IRON ROD AT THE NORTHEAST CORNER OF SAID LUM INVESTMENT PROPERTIES, LLC PARCEL, SAID POINT BEING ON THE EAST LINE OF THAT PARCEL, CONVEYED TO ASIA WELLS ASS JV, LLC PER DEED RECORDED IN BOOK 2020 PAGE 00588220 OF DULIN COUNTY RECORDER'S OFFICE FROM SAID PARCEL ALSO KNOWN AS MAPLE LEAF WEST #5W, R/R PER DEED RECORDED IN BOOK 2186 PAGE 0125690; THENCE ALONG THE WEST LINE OF SAID TRACT CONVEYED AS MAPLE LEAF WEST #5W, R/R PER DEED RECORDED IN BOOK 2186 PAGE 0125690, LUM INVESTMENT PROPERTIES, LLC PARCEL, SOUTH 88°43'23" - EAST 22.00 FEET TO AN IRON SPIKE ON THE NORTHWEST RIGHT OF WAY LINE OF WEST SUNSHINE STREET (STATE ROUTE 143) VARIABLE WIDTH; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES SOUTH 57°29'12" - WEST 228.63 FEET TO AN IRON ROD; THENCE SOUTH 57°29'12" - WEST 298.98 FEET TO A POINT 57.00 FEET LEFT OF STATION 309+00; THENCE SOUTH 57°29'12" - WEST 288.00 FEET TO A POINT 57.00 FEET LEFT OF STATION 308+32 FROM WHICH A METAL ROD OF WAY MARKER BEARS SOUTH 302°07'04" - EAST 0.24 FEET; THENCE SOUTH 57°29'12" - WEST 298.98 FEET TO A POINT 57.00 FEET LEFT OF STATION 309+00; THENCE SOUTH 57°29'12" - WEST 298.98 FEET TO A POINT 57.00 FEET LEFT OF STATION 308+32 FROM WHICH A METAL ROD OF WAY MARKER BEARS SOUTH 302°07'04" - EAST 0.24 FEET; THENCE ALONG THE NORTHWEST RIGHT OF WAY LINE OF STATE ROUTE 380 (JAMES RIVER FREEWAY) VARIABLE WIDTH FROM WHICH THE BASE OF A METAL ROD OF WAY MARKER BEARS SOUTH 121°12'28" - EAST 0.53 FEET; THENCE ALONG SAID NORTHEAST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 53°37'33" - WEST 215.94 FEET; THENCE NORTH 64°38'02" - WEST 105.09 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 31°44'47" - WEST 25.07 FEET; THENCE NORTH 89°05'55" - WEST 32.82 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE NORTH 89°05'55" - WEST 32.82 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE NORTH 89°05'55" - WEST 32.82 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE NORTH 89°45'30" - WEST 178.82 FEET; THENCE SOUTH 88°54'10" - WEST 250.03 FEET FROM WHICH AN IRON ROD BEARS SOUTH 49°46'52" - WEST 1.81 FEET; THENCE SOUTH 89°45'30" - WEST 415.15 FEET TO THE EAST LINE OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO DULIN PER DEED RECORDED IN BOOK 2194 PAGE 533 OF SAID RECORDER'S OFFICE FROM WHICH AN IRON ROD BEARS SOUTH 54°15'25" - WEST 0.50 FEET; THENCE DEPARTING SAID NORTHEAST RIGHT OF WAY LINE AND THENCE ALONG THE EAST LINE OF SAID DULIN TRACT NORTH 01°40'10" - EAST 767.04 FEET TO A POINT OF BEGINNING OF THE SOUTHWEST CORNER OF SAID TRACT CONVEYED AS MAPLE LEAF WEST #5W, R/R PER DEED RECORDED IN BOOK 2186 PAGE 0125690; THENCE ALONG SAID NORTH LINE SOUTH 89°05'55" - WEST 1332.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,427.259 SQUARE FEET OR 32.77 ACRES MORE OR LESS.



1. LULA AVENUE & THERAN AVENUE SHALL BE PUBLIC.
2. EXISTING STATE ROUTE 360 IS CLASSIFIED AS FREEWAY AND EXISTING SUNSHINE IS CLASSIFIED AS A EXPRESSWAY.
3. NO SEWER CONNECTION CAN OCCUR TO LOT 8 WITHOUT ADDITIONAL PUBLIC IMPROVEMENTS TO EXTEND PUBLIC SEWER TO LOT 8.
4. STORM WATER DETENTION BASIN WILL BE CONSTRUCTED IN THE COMMON TO SERVE LOTS #1 THRU #7.
5. BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, ARE EQUIVALENTS REFERENCED TO NAVD 1988 PER GPS OBSERVATIONS UTILIZING THE MODOT VRS RTK NETWORK AND MONUMENTS FOR STATIONS H-5A AND DON.
6. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
7. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
8. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.
9. THIS PROPERTY LIES WITHIN "ZONE X"(UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD "ZONE A" SPECIAL FLOOD HAZARDS AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, PER FLOOD INSURANCE RATE MAP FOR GREENE COUNTY, MISSOURI, PANEL 317 OF 505, COMMUNITY PANEL NUMBER 2907700317E, EFFECTIVE DATE DECEMBER 17, 2010.
10. THIS PROPERTY LIES WITHIN "ZONE X"(UNSHADED) AREAS OF MINIMAL FLOOD HAZARD, SPECIAL FLOOD HAZARD AREAS "ZONE A", BASE FLOOD ELEVATIONS DETERMINED, AND SHADED "ZONE X", AREA WITH SPECIAL CONSIDERATION: SINKHOLDS, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, PER FLOOD INSURANCE RATE MAP FOR GREENE COUNTY, MISSOURI, PANEL 317 OF 505, COMMUNITY PANEL NUMBER 2907700317E, REVISED PRELIMINARY DATE FEBRUARY 28, 2020.
11. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS AND OBSERVED EVIDENCE. ALONGWITH LOCATES FROM LOCAL UTILITY COMPANIES, AND MISSOURI ONE CALL, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY AND MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
12. MISSOURI ONE CALL TICKET NO.: 200571703 AND 200571704
13. NO OBSERVED EARTHMOVING WORK WAS CURRENTLY BEING PERFORMED AT TIME OF SURVEY.
14. NO WETLAND DELINEATION MARKERS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE FIELD WORK WAS PERFORMED.
15. PER THE GREENE COUNTY ASSESSOR'S WEBSITE, SITE ADDRESS IS 5505 W. SUNSHINE STREET.
16. THIS PROPERTY IS ZONED "GR" GENERAL RETAIL PER THE CITY OF SPRINGFIELD AND ZONED "M-1" LIGHT MANUFACTURING PER GREENE COUNTY WEB SITE. REFER TO THE ZONING ORDINANCES FOR SETBACKS AND RESTRICTIONS.
17. PROJECT BENCHMARK: MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT H-5A ELEVATION = 1287.93 (NAVD 88).
18. SITE BENCHMARK: SOUTHWEST CORNER OF CONCRETE HEADWALL ELEV: 1243.35 (NAVD 88)

636-584-0540 (tel.)
636-584-0512 (fax)
mail@cochroneng.com

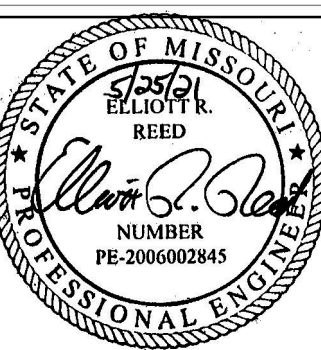
- ✧ Civil Engineering
- ✧ Land Surveying
- ✧ Architecture
- ✧ Site Development
- ✧ General Consulting
- ✧ Master Planning

The logo for OCHRAN features the word "OCHRAN" in a bold, sans-serif font. The letter "O" is stylized with three horizontal lines passing through it. The letters "C", "H", "R", "A", and "N" are also bold and sans-serif. The entire logo is set against a white background.

Missouri State Certificate
of Authority Numbers:
Survey : 000380
Engineering : 001655
Architecture: 2002014240

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

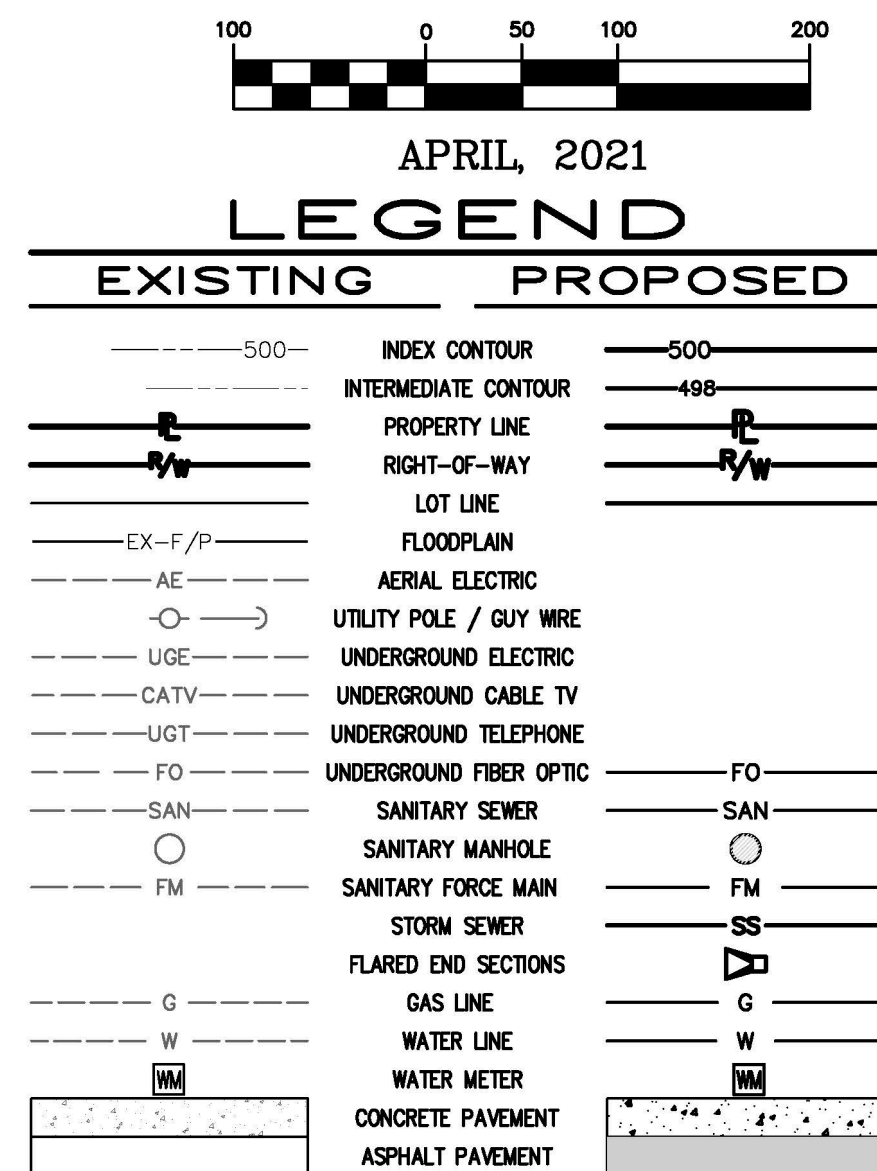
All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)



*BRODY'S PLACE
SPRINGFIELD, MISSOURI
GREENE COUNTY, MO*

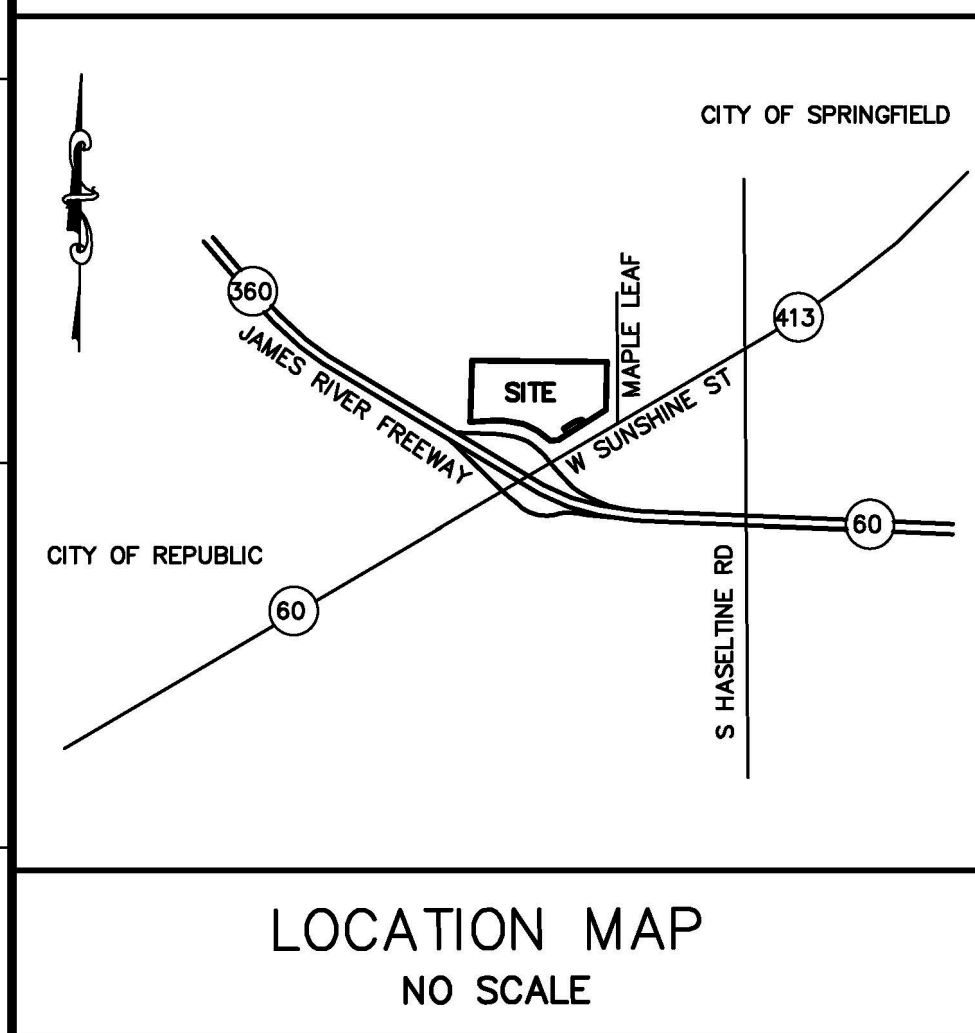
[illegible]

A TRACT OF LAND BEING PART OF THE EAST HALF OF LOT 1 OF THE NORTHWEST QUARTER
AND PART OF THE WEST HALF OF LOT 1 OF THE NORTHEAST QUARTER OF
SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M.,
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



<u>APPLICANT</u> WEST SUNSHINE DEVELOPMENT, LLC 3800 S. FREMONT AVENUE SPRINGFIELD, MO 65804 <u>DEVELOPER</u> MIKE SEITZ 3800 S. FREMONT AVENUE SPRINGFIELD, MO 65804	<u>APPLICANT (LOT #8)</u> LKM INVESTMENT PROPERTIES, LLC 1442 W. RIVERDALE NIXA, MO 65714 <u>ENGINEER/SURVEYOR</u> COCHRAN 530A EAST INDEPENDENCE DR. UNION, MO. 63084
---	--

1. LULA AVENUE & THERAN AVENUE SHALL BE PUBLIC.
2. EXISTING STATE ROUTE 360 IS CLASSIFIED AS FREEWAY AND EXISTING SUNSHINE IS CLASSIFIED AS A EXPRESSWAY.
3. NO SEWER CONNECTION CAN OCCUR TO LOT 8 WITHOUT ADDITIONAL PUBLIC IMPROVEMENTS TO EXTEND PUBLIC SEWER TO LOT 8.
4. STORM WATER DETENTION BASIN WILL BE CONSTRUCTED IN THE COMMON TO SERVE LOTS #1 THRU #7.
5. BEARINGS REFERENCED TO GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AND ELEVATIONS REFERENCED TO NAVD 1988 PER GPS OBSERVATIONS UTILIZING THE MODOT VRS RTK NETWORK AND MONUMENTS FOR STATIONS H-5A AND DON.
6. THIS SURVEY MEETS THE ACCURACY REQUIREMENTS FOR "URBAN" PROPERTY AS DEFINED BY THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS.
7. NO INVESTIGATION HAS BEEN PERFORMED BY COCHRAN REGARDING HAZARDOUS WASTE, UNDERGROUND CONDITIONS OR UTILITIES AFFECTING THE TRACT SHOWN HEREON.
8. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THE LAND SURVEYOR.
9. THIS PROPERTY LIES WITHIN "ZONE X"(UNSHADED) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD AND "ZONE A" SPECIAL FLOOD HAZARDS AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED, PER FLOOD INSURANCE RATE MAP FOR GREENE COUNTY, MISSOURI, PANEL 317 OF 505, COMMUNITY PANEL NUMBER 29077C0317E, EFFECTIVE DATE DECEMBER 17, 2010.
10. THIS PROPERTY LIES WITHIN "ZONE X"(UNSHADED) AREAS OF MINIMAL FLOOD HAZARD, SPECIAL FLOOD HAZARD AREAS "ZONE AE", BASE FLOOD ELEVATIONS DETERMINED, AND SHADED "ZONE X", AREA WITH SPECIAL CONSIDERATION: SINKHOLES, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS LESS THAN 1 FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE, PER FLOOD INSURANCE RATE MAP FOR GREENE COUNTY, MISSOURI, PANEL 317 OF 505, COMMUNITY PANEL NUMBER 29077C0317E, REVISED PRELIMINARY DATE FEBRUARY 28, 2020.
11. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE PLANS AND OBSERVED EVIDENCE. ALONGWITH LOCATES FROM LOCAL UTILITY COMPANIES, AND MISSOURI ONE CALL. THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY AND MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
12. MISSOURI ONE CALL TICKET NO.: 200571703 AND 200571704
13. NO OBSERVED EARTHMOVING WORK WAS CURRENTLY BEING PERFORMED AT TIME OF SURVEY.
14. NO WETLAND DELINEATION MARKERS WERE OBSERVED ON THE SUBJECT PROPERTY AT THE TIME THE FIELD WORK WAS PERFORMED.
15. PER THE GREENE COUNTY ASSESSOR'S WEBSITE, SITE ADDRESS IS 5505 W. SUNSHINE STREET.
16. THIS PROPERTY IS ZONED "GR" GENERAL RETAIL PER THE CITY OF SPRINGFIELD AND ZONED "M-1" LIGHT MANUFACTURING PER GREENE COUNTY WEB SITE. REFER TO THE ZONING ORDINANCES FOR SETBACKS AND RESTRICTIONS.
17. PROJECT BENCHMARK: MISSOURI GEOGRAPHIC REFERENCE SYSTEM MONUMENT H-5A ELEVATION = 1287.93 (NAVD 88).
18. SITE BENCHMARK: SOUTHWEST CORNER OF CONCRETE HEADWALL ELEV: 1243.35 (NAVD 88)



<u>PROPERTY DATA:</u>	
LOT #1	2.54 AC. ±
LOT #2	1.06 AC. ±
LOT #3	1.03 AC. ±
LOT #4	3.49 AC. ±
LOT #5	3.03 AC. ±
LOT #6	2.50 AC. ±
LOT #7	5.69 AC. ±
LOT #8	4.14 AC. ±
COMMON GROUND	5.53 AC. ±
LYLA AVE. & THEREAN AVE. R/W	3.76 AC. ±
<u>TOTAL</u>	32.77 AC. ±*
*INCLUDES 0.46 ACRES OBTAINED FROM MODOT	

EXISTING ZONING	
GREENE COUNTY: M-1 LIGHT MANUFACTURING DISTRICT	25.25 AC. ±
CITY OF SPRINGFIELD: GR - GENERAL RETAIL	7.52 AC. ±
<u>TOTAL</u>	32.77 AC. ±

PROPOSED ZONING
 LOTS #1-#7 (INCLUDING R/W & COMMON GROUND)
 HC - HIGHWAY COMMERCIAL 28.63 AC. ±
 LOT #8: GR - GENERAL RETAIL. 4.14 AC. ±

OVERALL PARCEL DESCRIPTION:

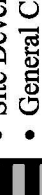
A TRACT OF LAND BEING PART OF LOT 1 OF THE NORTHWEST QUARTER AND PART OF LOT 1 OF THE NORTHEAST QUARTER ALL IN SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

636-384-2640 (fax)
636-384-0512 (tel)
mail@cochrane.com

530A E. Independence Dr.
St. Louis, Missouri 63094

Engineering
Civil Engineering
Land Surveying
Architecture
Site Planning
General Consulting
Master Planning



Missouri State Certificate of
Authority Numbers:
Survey 000390
Engineering 001655
Architecture 2002014240

These working drawings are prepared
at the start of any excavation
and are subject to change without
notice. This does not constitute a
guarantee of accuracy or liability
for location information.

All GCN plans & regions
established for the project
are subject to change without
notice. Construction required by these
plans is subject to change without
notice. (e.g. Tranching, Blasting, etc.)

STATE OF MISSOURI
 ELLIOTT R.
 REED
 NUMBER
 PE-2006002845
 PROFESSIONAL ENGINEER

*BRODY'S PLACE
SPRINGFIELD, MISSOURI
GREENE COUNTY, MO*

[illegible]

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 06-22-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-171

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Deer Lake Soccer Park, generally located at
4 6006 West State Highway 266, upon the applicant filing and recording
5 a final plat that substantially conforms to the preliminary plat; and
6 authorizing the City Clerk to sign the final plat upon compliance with
7 all the terms of this Ordinance. (Staff recommends that City Council
8 accept the public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Deer Lake Soccer Park dated May 17,
12 2021, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on June 3, 2021, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of Deer Lake Soccer
16 Park, which is generally located at 6006 West Highway 266.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Deer Lake
24 Soccer Park, which is generally located at 6006 West Highway 266, as approved by the
25 Planning and Zoning Commission. The original plat of Deer Lake Soccer Park is on file
26 in the Department of Planning and Development ("Approved Preliminary Plat"), a
27 reduced version of which is attached hereto for general reference as "Exhibit B -
28 Attachment 3." All of "Exhibit B" including attachments, is incorporated herein by this
29 reference.
30

31 Section 2 – The Director of Planning and Development shall be authorized to
32 accept the land, easements, and improvements dedicated to the City, as shown on said
33 plat, upon the applicant filing and recording a final plat in accordance with this

Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Jill Burris, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 171

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Deer Lake Soccer Park, generally located at 6006 West State Highway 266, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Deer Lake Soccer Park dated May 17, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."
- B. The Planning and Zoning Commission held a public hearing on June 3, 2021, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

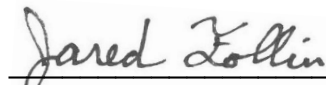
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as Business Park. The subdivision divides the property in a way that will facilitate commercial development. The Major Thoroughfare Plan classifies Highway 266 (Chestnut Expressway) as an expressway which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Bob Hosmer, AICP Planning Manager

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS PRELIMINARY PLAT – DEER LAKE SOCCER PARK

Planning and Zoning Commission – June 3, 2021

Preliminary Plat of Deer Lake Soccer Park
5544 West State Highway 266

Applicant: Deer Lake Partners, LLC

Mr. Hosmer states that this is a request to approve a 105-acre preliminary plat located at 6006 West Chestnut Expressway for a 2-lot commercial subdivision. The property is zoned HC, Highway Commercial District. The Transportation Plan classifies Chestnut as an expressway. The property is not located in a FEMA designated floodplain, sinkhole, or a stream buffer area. A fee in lieu of on-site stormwater detention will not be allowed. There will be detention onsite. There will be a private driveway access easement at the signal and one future access to Chestnut Expressway will be allowed. The applicant has requested that the detached signs along Highway 266 (Chestnut Expressway) be limited to one. A large corner monument sign advertising the proposed sports complex is planned to be located in "Lot 2" at the northeast corner near the intersection of Airport Boulevard in Highway 266 and the plat will include a note stating this. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Knuckles not aware of any public sewer.

Mr. Hosmer stated that they will provide public sewer and location.

Mr. Doennig opened the public hearing.

Mr. Ricky Haase, here to answer any questions and have submitted design plans that will extend the sewer.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Jobe motioned to **approve** Preliminary Plat of Deer Lake Soccer Park (5544 West State Highway 266).

Mr. Knuckles seconded the motion. Ayes: Doennig, Coltrin, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy.



Bob Hosmer, AICP
Planning Manager

Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE: Preliminary Plat of Deer Lake Soccer Park

ACRES: ~105

LOCATION: 6006 West State Highway 266 (Chestnut Expressway)

EXISTING LAND USE: Undeveloped

APPLICANT: Deer Lake Partners, LLC

STAFF: Jared Follin, Associate Planner
417-864-1615

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

1. The applicant is proposing a preliminary plat for a two-lot subdivision named "Deer Lake Soccer Park" to facilitate development on the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	County A-1 / County C-3	County A-1 / County C-2	Highway Commercial	County A-1
LAND USE	Residential / Undeveloped	Residential / Undeveloped	Golf Course	Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:

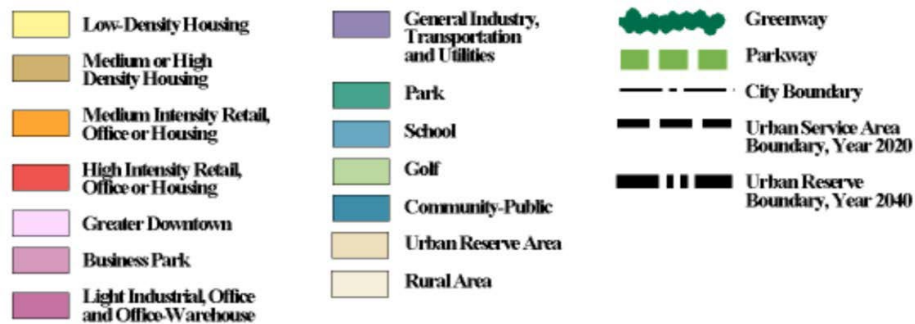
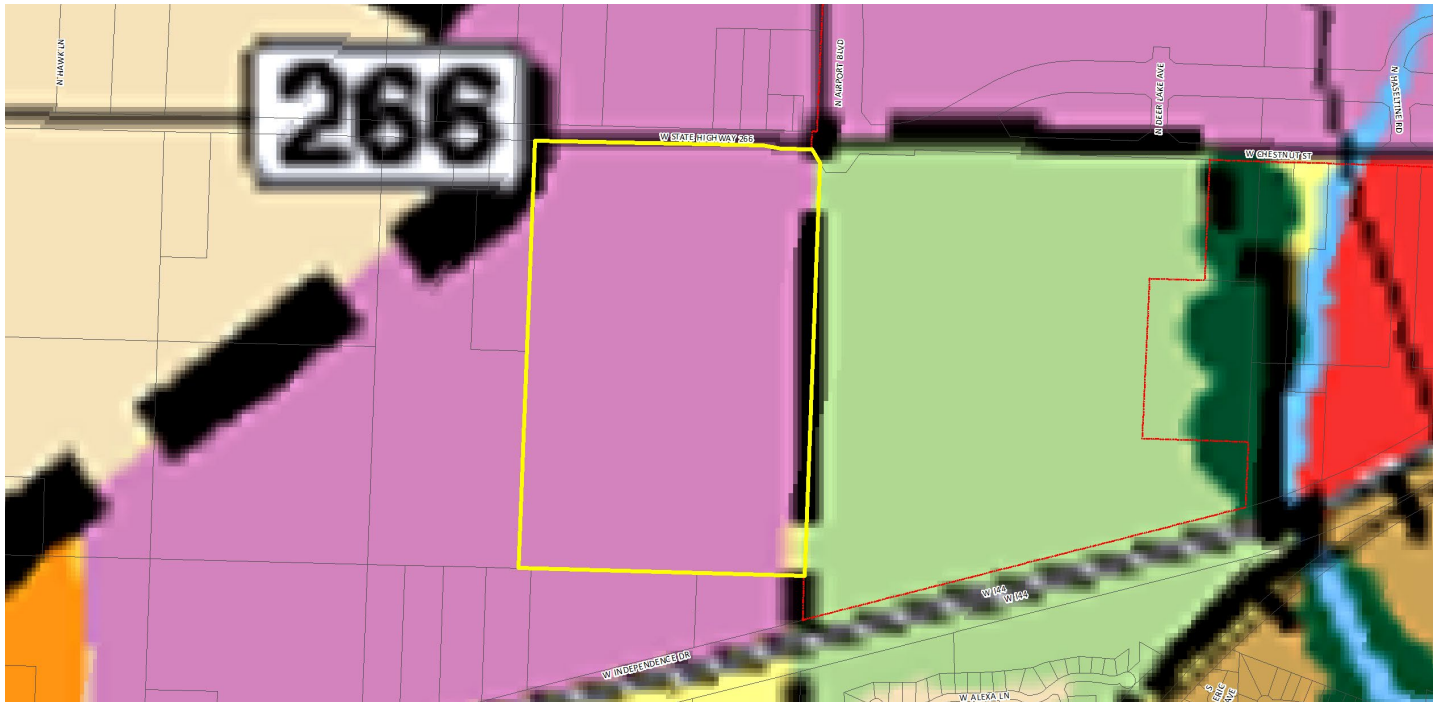


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was annexed into the City in 2021 and was rezoned to Highway Commercial. A Conditional Use Permit was approved to authorize playing fields to operate within the HC, Highway Commercial District and Airport Overlay District No. 3. The property has remained un-platted.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR HIGHWAY COMMERCIAL
Minimum Lot Size	None
Maximum Structure Height	None, except that all structures shall remain below a 30-degree bulk plane as measured from the boundary of any R-SF or R-TH district.
Front Yard Setback	25 feet along collector or higher classified streets. 15 feet along local streets.
Side and Rear Setbacks	None, except as required by Section 36-453, supplemental open space and yard regulations.
Street Classification	Highway 266 (Chestnut Expressway) - Expressway
Sidewalks (Per Sec.36-471)	There is not existing sidewalk along the property frontage of W. Chestnut Expressway and is not required to be constructed by MODOT. The existing infrastructure meets current City Standards.
Open Space Requirement	No less than 20 percent of the gross site area

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as Business Park. The subdivision divides the property in a way that will facilitate commercial development. The Major Thoroughfare Plan classifies Highway 266 (Chestnut Expressway) as an expressway which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 105 acres into a two-lot subdivision named "Deer Lake Soccer Park" to facilitate development of the site.
2. The property will gain access by a private road connecting to the existing intersection of Airport Boulevard and Highway 266 (Chestnut Expressway). The intersection contains a traffic signal. One driveway access point off Highway 266 (Chestnut Expressway) will be allowed in the future.
3. The applicant has requested that the number of detached signs along Highway 266 (Chestnut Expressway) be limited to one. A large corner monument sign advertising the proposed sports complex is planned to be located in "Lot 2" at the northeast corner near the intersection of Airport Boulevard in Highway 266. The plat will include a note stating the following:
 - a. The proposed corner monument sign that is to be erected on Lot 2 at the northeast corner of the subject property shall be considered the only detached sign permitted along the entire frontage of Chestnut Expressway (State Highway 266). The sign will utilize all the detached sign allowance for the entire frontage of the site.
4. All proposed lots meet the requirements of the City's Subdivision Regulations.
5. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Preliminary Plat drawing can be found in Attachment 3

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

CITY UTILITIES:

CU can provide Electric/Gas/Water to the subdivision, subject to CU's extension policy. Extensions are currently in design, and proposed utility easements may need to be adjusted for final plat. CU Streetlights can be provided into the development, but since the drive is not a private or public street, the costs for lighting will be charged to the Developer. Contact Josh @ 417-831-8888 as needed.

ENVIRONMENTAL SERVICES - CLEAN WATER SERVICES COMMENTS:

Need to label and show the offsite sewer required to serve the subdivision. 2. According to city code section 120.72.a, public sewer must be adjacent to the lot. This will require public improvement plans designed and constructed to city specs. Public improvement plans have been submitted for review but have not yet been approved. Engineering and inspection fees of 5.34% of the approved contract amount must be paid prior to filing the plans. 3. The public improvements must be approved and constructed or escrowed before any building permits can be issued according to city code section 98-12(b)(c) Private Construction of Public Improvements and section 98-14. - Assurance for completion of Public Improvements. If escrow of offsite sewer is allowed, it is at the developer's risk and understand that a C/O cannot be issued until said sewer is complete and accepted.

FIRE DEPARTMENT COMMENTS:

Installation of fire hydrants & fire access lanes per 2018 IFC.

GREENE COUNTY – HIGHWAY DEPARTMENT

Exterior lighting should have ambient light confined to the subject property. If a light study is required, zero candlelight should be registered at the property lines.

PUBLIC WORKS TRAFFIC COMMENTS:

Please reference the PIP number for the infrastructure improvements being done.

STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies W. Chestnut Expressway as an Expressway roadway. The standard right-of-way width for W. Chestnut Expressway is 65-feet from the centerline. MODOT is not requiring additional right-of-way. W. Chestnut Expressway is a MODOT-maintained street.

DRIVEWAY ACCESS

There is currently no driveway access points onto the property from W. Chestnut Expressway. A private road will be allowed to access the existing signal located at W. Chestnut Expressway and N. Airport Boulevard. One driveway access point will be allowed off Chestnut Expressway in the future.

SIDEWALK

There is not existing sidewalk along the property frontage of W. Chestnut Expressway and is not required to be constructed by MODOT. The existing infrastructure meets current City Standards.

IMPROVEMENTS

A private road will be constructed that connects to the existing signal at W. Chestnut Expressway and N. Airport Boulevard. A 235-foot left turn lane and a through/right turn lane will be constructed at the northbound approach to the intersection. Westbound W. Chestnut Expressway at the signal will be restriped to provide a 200-foot left turn lane. Southbound N. Airport Boulevard at the signal will be restriped to provide a dedicated southbound left turn lane and a through/right turn lane. Upgrades will be provided to the signal.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)

Development Review Staff Report



Street 1	W. Chestnut Expressway	Expressway	No	50	65
-------------	------------------------	------------	----	----	----

PUBLIC WORKS STORMWATER COMMENTS:

1. Only a cursory review of the stormwater report was performed but was provided was acceptable for this preliminary plat.
2. The north detention basin will need to be submitted on public improvement plans. The proposed drainage easement looks acceptable but it's unclear if the utility easement will also be a drainage easement to allow runoff to drain from one lot to another. Please clarify on the final plat.

The property is in the **Rainer Branch** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is** aware of flooding problems in the area. There is a sinkhole at this location and additional city regulations will apply. A fee in lieu of on-site stormwater detention **will not be allowed and detention is required**. The property **is not in a stream buffer area**.

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10 and 100 year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual – <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.
5. If the property has a sinkhole on the property a geotechnical report is required per Chapter 11 Section 2 of the stormwater design criteria manual.

PUBLIC WORKS – TRANSPORTATION DIVISION COMMENTS:

IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Colten Harris (charris@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

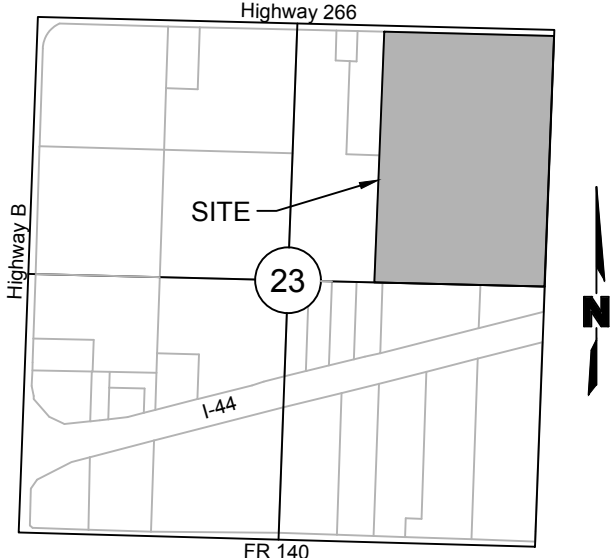
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT
DEER LAKE SOCCER PARK
PART OF THE NE¼ OF SECTION 23
TOWNSHIP 29 NORTH, RANGE 23 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

ATTACHMENT 3



LOCATION MAP
Sec. 23, T-29-N, R-23-W
Scale: 1"=2000'



VICINITY MAP
Not to Scale

SURVEYOR'S RECOMMENDED DESCRIPTION

A part of the Northeast Quarter (NE¼) of Section 23, Township 29 North, Range 23 West, in the City of Springfield, Greene County, Missouri, being a part of a tract of land described in the Warranty Deed recorded in the Greene County Recorder's Office in Book 2010 at Page 24733-10, more particularly described as follows:
BEGINNING at an existing 5/8" iron bar marking the Southeast corner of said NE¼; thence N88°18'37"W (N88°47'48"W Deed), along the South line of said NE¼, a distance of 1754.59 feet (1754.45' Deed) to an existing 5/8" iron bar; thence N02°19'28"E (N01°50'13"E Deed), a distance of 1333.45 feet (1333.63' Deed) to an existing 5/8" iron bar; thence N02°09'04"E (N01°40'14"E Deed), a distance of 1287.55 feet (1287.49' Deed) to an existing 5/8" iron bar on the South Right-of-Way line of State Highway 266, as it now exists; thence along said South Right-of-Way line the following four (4) courses: 1) S88°25'01"E (S88°53'47"E Deed), a distance of 1402.34 feet (1402.32' Deed) to an existing aluminum monument (LS 229); 2) S78°42'51"E (S79°10'22"E Deed), a distance of 88.88 feet (88.86' Deed) to an existing aluminum monument (LS 229); 3) S88°28'18"E (S88°54'54"E Deed), a distance of 202.35 feet (Measured and Deeded) to an existing aluminum monument (LS 229); 4) S32°25'26"E (S32°54'49"E Deed), a distance of 100.30 feet to a 1/2" iron bar set (LC 366) on the East line of the NE¼ of said NE¼; thence S02°17'20"W, along said East line, a distance of 1187.20 feet to an existing stone with X, marking the Southeast corner of said NE¼ of the NE¼; thence S01°58'38"W, along the East line of the SE¼ of said NE¼, a distance of 1338.95 feet to the POINT OF BEGINNING. Containing 105.157 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

TITLE REPORT DESCRIPTION

A tract of land, situated in Sections Twenty-Three (23) and Twenty-Four (24) of Township Twenty-Nine (29) North, Range Twenty-Three (23) West, Greene County, Missouri, and more particularly described as follows:
Commencing at the Northeast corner of the Northwest Quarter of said Section Twenty-Four (24); thence South 01°45'40" West along the East line of said Northwest Quarter of Section 24 a distance of 13.80 feet to an existing concrete monument on the South right-of-way line of Old State Highway 266; thence North 88°19'42" West along said South right-of-way line a distance of 300.16 feet to an existing iron pin for a Point of Beginning; thence South 01°45'52" West a distance of 725.80 feet to an existing iron pin for corner; thence South 88°23'18" East a distance of 300.20 feet to an existing iron pin on said East line of the Northwest Quarter of Section 24 for corner; thence South 01°45'09" West along said East line of the Northwest Quarter of Section 24 a distance of 1,384.30 feet to an existing iron pin on the North right-of-way line of Interstate 44; thence along said North right-of-way line along a curve to the right having a radius of 4,433.75 feet, a delta of 01°45'29", an arc length of 136.04 feet, and a chord which bears South 74°24'58" West having a chord distance of 136.03 feet to an existing right-of-way marker for corner; thence South 75°21'06" West along said North right-of-way line a distance of 2,655.96 feet to an existing iron pin on the West line of said Section 24 for corner; thence North 01°38'07" East along said West line of Section 24 a distance of 261.29 feet to an existing iron pin at the Southeast corner of the Northeast Quarter of said Section 23 for corner; thence North 88°47'48" West along the South line of said Northeast Quarter of Section 23 a distance of 1,754.45 feet to an existing iron pin for corner; thence North 01°50'13" East a distance of 1,333.63 feet to an existing iron pin for corner; thence North 01°40'14" East a distance of 1,287.49 feet to an existing iron pin on the South right-of-way line of state highway 266 for corner; thence South 88°53'47" East along said South right-of-way line a distance of 1,402.32 feet to an existing right-of-way monument (LS 229) for corner; thence South 79°10'22" East along said South right-of-way line a distance of 88.86 feet to an existing right-of-way monument (LS 229) for corner; thence South 88°54'54" East along said South right-of-way line a distance of 202.35 feet to an existing right-of-way monument (LS 229) for corner; thence South 32°54'49" East along said South right-of-way line a distance of 162.71 feet to an existing right-of-way monument (LS 229) for corner; thence South 88°51'45" East along said South right-of-way line a distance of 130.06 feet to an existing right-of-way monument (LS 229) for corner; thence North 35°27'18" East along said South right-of-way line a distance of 142.97 feet to an existing right-of-way monument (LS 229) for corner; thence South 88°45'05" East along said South right-of-way line a distance of 340.59 feet to an existing right-of-way monument (LS 229) for corner; thence North 01°15'35" East a distance of 31.08 feet to an existing right-of-way monument (LS 229) for corner, said point being on the South right-of-way line of Old State Highway 266; thence South 88°44'25" East along said South right-of-way line a distance of 95.78 feet to an existing right-of-way monument (LS 229) for corner; thence South 88°44'47" East along said South right-of-way line a distance of 596.63 feet to an existing right-of-way monument (LS 229) for corner; thence South 88°25'28" East along said South right-of-way line a distance of 1,105.54 feet to the Point of Beginning, excepting therefrom any part from the above deeded to JJ & J Incorporated in record Book 2019, at Page 03299-19 filed in the Recorder's Office, Greene County, Missouri.

DEVELOPMENT NOTES

Total Area: 4,580,660± sf (105.157± acres)
Total Number of Lots: 2
Smallest Lot: Lot 1 - 1,001,931± sf (23.001± acres)
Largest Lot: Lot 2 - 3,578,729± sf (82.156± acres)
Preliminary Plat Submittal: April 26, 2021
Current Zoning: HC (Highway Commercial District) with Conditional Overlay District (COD 193)
Property Owner: Deer Lake Partners, LLC
Source of Title: Book 2010, Page 24733-10

DEVELOPER

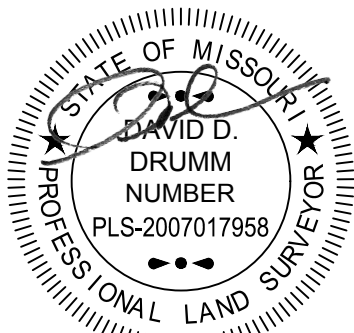
Philcrest Properties, Inc.
4500 S. 129th East Ave.
Tulsa, OK 74134

OWNER

Deer Lake Partners, LLC
550 St. Louis Street
Tulsa, OK 74103

PREPARED BY

Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806



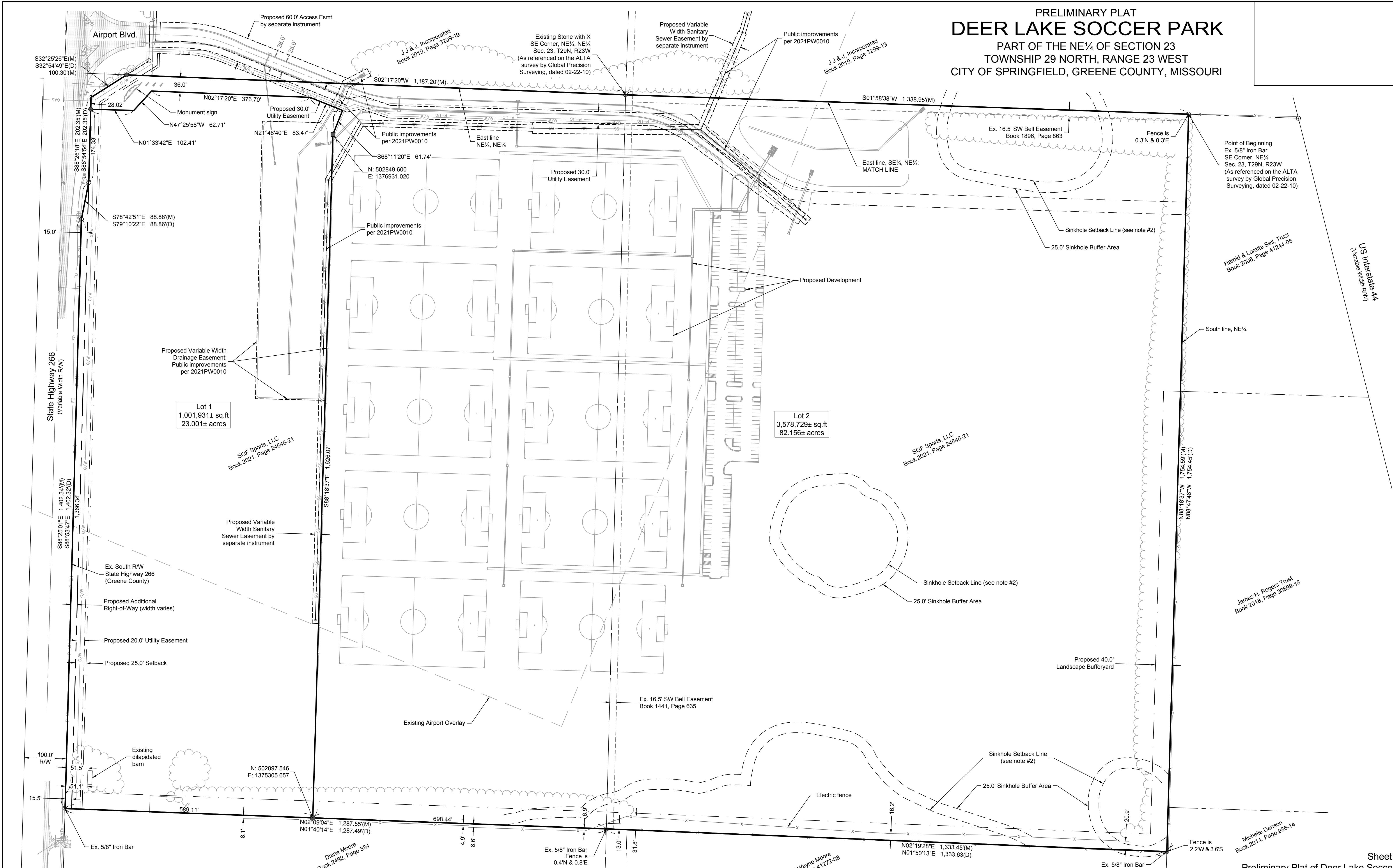
drawn by:	DATE	REVISION	BY
CDA			
surveyed by:	BP/CO/DD		
checked by:	DDD		
approved by:	DDD		
project no.:	B16-1787		
file name:	V_PPLT_B161787		
	05.17.21	Updated per city comments	CDA
	04.16.21	Original Preparation	CDA

Sheet 1 of 3
Preliminary Plat of Deer Lake Soccer Park

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 FAX 417.890.8805 www.olsson.com

LEGEND	
- Found Alum. Monument "LS 229" (Except as Noted) - Set 1/2" Rebar w/Plastic Cap, "LC 366" - Set 5/8" Rebar w/Alum. Cap, "LC 366" - Deeded (D) - Measured (M) - Platted (P) - Air Conditioner - Bike Rack - Billboard - Bollard - Breaker Box - Bush - Cable Box - Cable Vault - Camera - Catch Basin - Column - Electric Box - Electric Cabinet - Electric Riser - Electric Manhole - Electric Meter - Electrical Outlet - Electric Vault - Fiber Optic Box - Fiber Optic Pedestal - Fire Dept. Connection - Fire Hydrant - Flared End Section - Gas Marker - Gas Meter - Gas Regulator - Gas Valve - Gas Vault - Grate Inlet - Grease Trap - Guy Pole - Guy Wire - Irrigation Valve - Light Pole - Mail Box - Monitoring Well - Power Pole - Power Pole w/Light - Roof Drain - Sanitary Cleanout - Sanitary Manhole - Satellite Dish	- Schedule B-II Exception Sign - Soil Boring - Sprinkler Control Valve - Sprinkler Head - Steel Post - Storm Manhole - Telephone Cabinet - Telephone Manhole - Telephone Pedestal - Telephone Riser - Telephone Vault - Traffic Control Box - Traffic Signal Box - Traffic Signal Pole - Transformer - Tree, Coniferous - Tree, Deciduous - Tree Stump - Vent Pipe - Water Faucet - Water Manhole - Water Meter - Water Valve - Wood Post - Yard Hydrant - Cable/TV Line - Overhead Electric - Underground Electric - Fiber Optic Line - Fuel Line - Natural Gas Line - Sanitary Sewer Line - Storm Sewer Line - Telephone Line - Water Line - Barbed Wire Fence - Chainlink Fence - Wood Fence - Tree Line - ADA Truncated Domes - Asphalt Pavement - Concrete Sidewalk - Concrete Pavement - Gravel Pavement - Landscape/Grass Area

PRELIMINARY PLAT
DEER LAKE SOCCER PARK
PART OF THE NE¼ OF SECTION 23
TOWNSHIP 29 NORTH, RANGE 23 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI

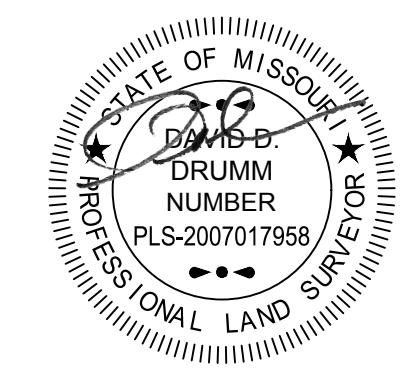


BASIS OF BEARINGS
Grid North based on Missouri State Plane
Coordinate System 1983 by use of MoDOT
continuously operating GNSS RTK Network
Central Zone

DATUM
Elevations based on NAVD 88 by use
of MoDOT continuously operating
GNSS RTK Network

0' 50' 100' 200'
SCALE IN FEET

1-800-DIG-RITE or 611
www.motcall.com



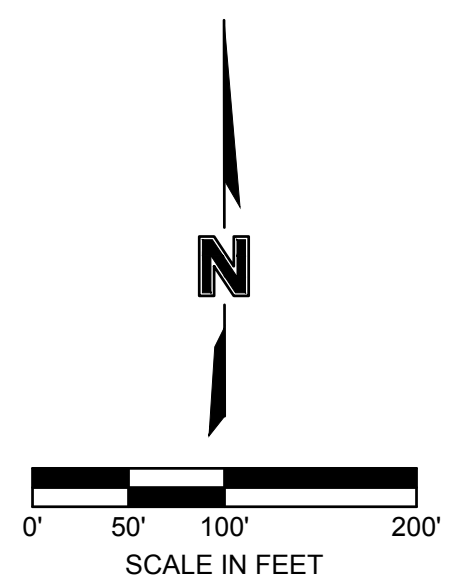
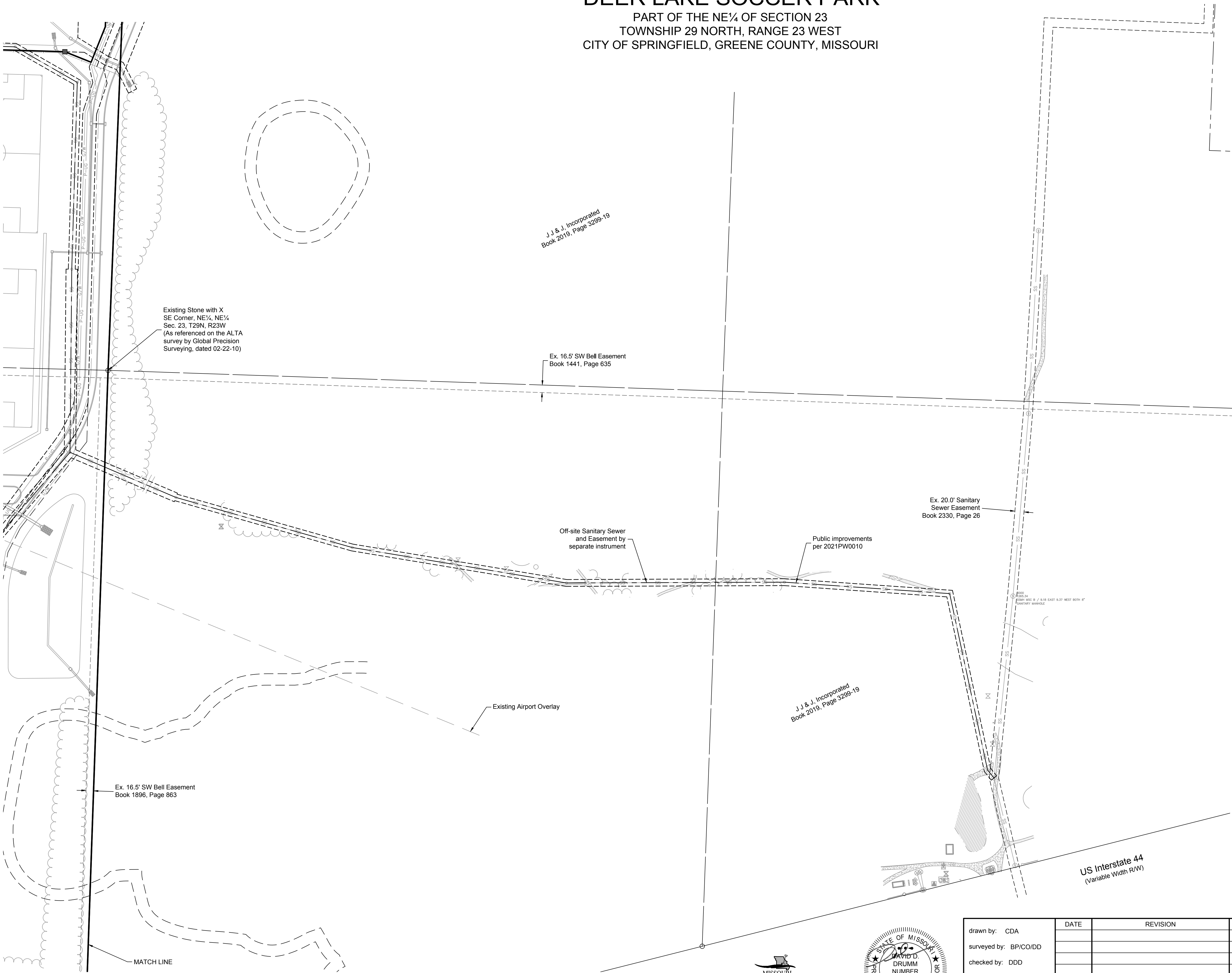
drawn by: CDA	DATE	REVISION	BY
surveyed by: BP/CO/DD			
checked by: DDD			
approved by: DDD			
project no.: B16-1787			
file name: V_PPLT_B161787			
	05.17.21	Updated per city comments	CDA
	04.16.21	Original Preparation	CDA

Sheet 2 of 3
Preliminary Plat of Deer Lake Soccer Park

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. Springfield, MO 65806
TEL 417.890.8802
FAX 417.890.8805
www.olsson.com

PRELIMINARY PLAT
DEER LAKE SOCCER PARK
PART OF THE NE¼ OF SECTION 23
TOWNSHIP 29 NORTH, RANGE 23 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

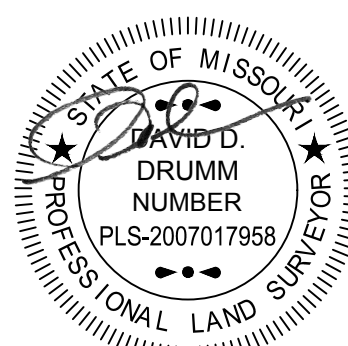
DATUM
Elevations based on NAVD 88 by use of MoDOT continuously operating GNSS RTK Network

Sheet 3 of 3
Preliminary Plat of Deer Lake Soccer Park

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. Springfield, MO 65806
TEL 417.890.8802 FAX 417.890.8805 www.olsson.com

drawn by:	DATE	REVISION	BY
CDA			
surveyed by:			
BP/CO/DD			
checked by:			
DDD			
approved by:			
DDD			
project no.:			
B16-1787			
file name:	05.17.21	Updated per city comments	CDA
V_PPLT_B161787	04.16.21	Original Preparation	CDA



MISSOURI
ONE-CALL SYSTEM
1-800-DIG-RITE or 811
www.mot1call.com

One-rdg. _____
P. Hrngs. _____
Pgs. 16
Filed: 06-22-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-172

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 public streets and easements to the City of Springfield, as shown on
3 the Preliminary Plat of Smith Street Subdivision, generally located at
4 1047 East Smith Street, upon the applicant filing and recording a final
5 plat that substantially conforms to the preliminary plat; and authorizing
6 the City Clerk to sign the final plat upon compliance with all the terms
7 of this Ordinance. (Staff recommends that City Council accept the
8 public streets and easements.)
9 _____

10
11 WHEREAS, an original Preliminary Plat of Smith Street Subdivision dated April
12 22, 2021, is on file with the City's Department of Planning and Development; and
13

14 WHEREAS, on June 3, 2021, the Planning and Zoning Commission of the City of
15 Springfield, Missouri, conditionally approved the Preliminary Plat of Smith Street
16 Subdivision, which is generally located at 1047 East Smith Street.
17

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

21 Section 1 – City Council hereby authorizes the Director of Planning and
22 Development, on behalf of the City of Springfield, to accept the land, easements, and
23 improvements dedicated to the City, as shown on the Preliminary Plat of Smith Street
24 Subdivision, which is generally located at 1047 East Smith Street, as approved by the
25 Planning and Zoning Commission. The original plat of Smith Street Subdivision is on file
26 in the Department of Planning and Development ("Approved Preliminary Plat"), a
27 reduced version of which is attached hereto for general reference as "Exhibit B -
28 Attachment 3." All of "Exhibit B" including attachments, is incorporated herein by this
29 reference.
30

31 Section 2 – The Director of Planning and Development shall be authorized to
32 accept the land, easements, and improvements dedicated to the City, as shown on said
33 plat, upon the applicant filing and recording a final plat in accordance with this

Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of the above written conditions.

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: *Jill Burris*, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021 - 172

FILED: 06-22-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Smith Street Subdivision, generally located at 1047 East Smith Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Smith Street Subdivision dated April 22, 2021, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in "Exhibit B - Attachment 3."
- B. The Planning and Zoning Commission held a public hearing on June 3, 2021, and approved the Preliminary Plat by a vote of 7 to 0, subject to the following conditions:
 - 1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - 3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
 - 4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots,

per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-226 of the Subdivision Regulations requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.

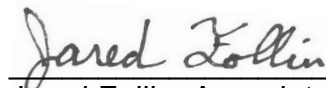
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

The Growth Management and Land Use Plan element of the Comprehensive Plan identifies this area as Low-Density Housing. The subdivision divides the property in a way that facilitates the development for a single-family residential neighborhood which is an appropriate use under Low-Density Housing. The Major Thoroughfare Plan classifies Smith Street as a secondary arterial and Travis Avenue as a local street which supports the proposed land use.

REMARKS:

Staff recommends approval.

Submitted by:



Jared Follin, Associate Planner

Recommended by:



Bob Hosmer, AICP Planning Manager

Approved by:



Jason Gage, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Department Comments

Attachment 2, Conditions of Plat Approval

Attachment 3, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS PRELIMINARY PLAT – SMITH STREET SUBDIVISION Planning and Zoning Commission – June 3, 2021

Preliminary Plat of Smith Subdivision
1047 East Smith Street

Applicant: Max Sharshakov

Mr. King Coltrin recused himself.

Mr. Hosmer states that this is a request to approve a preliminary plat located at 1047 East Smith Street for a 5-lot residential subdivision. The property is zoned R-SF, Single Family Residential. The Transportation Plan classifies Smith Street as a secondary arterial and Travis as a local roadway. The property is not located in a FEMA designated floodplain, sinkhole, or a stream buffer area. A fee in lieu of on-site stormwater detention will be allowed. If Planning and Zoning Commission approves the preliminary plat and the City Council accepts public streets and easements, then the preliminary plat will be active for two (2) years. Staff recommends approval.

Mr. Doennig asked about minimum lot width.

Mr. Hosmer noted that that are 50'.

Mr. Knuckles asked about the detention.

Mr. Hosmer believes that they are a buy-out.

Mr. Doennig opened the public hearing.

Mr. Jonathan Staats, property owner wants to build more single-family homes and here to answer any questions.

Mr. Colony asked about the detention.

Mr. Staats requested to buy-out the detention due to the street infrastructure already in place.

Mr. Knuckles asked if they talked with stormwater and Mr. Staats noted that they have. Mr. Knuckles also asked about the filling in back of the sidewalk.

Mr. Staats said they will have to be complying.

Mr. Doennig closed the public hearing.

COMMISSION ACTION:

Mr. Knuckles motioned to **approve** Preliminary Plat of Smith Subdivision (1047 East Smith Street). Ms. Broekhoven seconded the motion. Ayes: Doennig, Jobe, Knuckles, Colony, Broekhoven, Bruce and Lebeck. Nays: None. Abstain: None. Absent: Ogilvy. Mr. King Coltrin recused himself.

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

Bob Hosmer, AICP
Planning Manager

Exhibit B



Development Review Staff Report

PLANNING AND ZONING COMMISSION PUBLIC HEARING:

JUNE 3, 2021

CITY COUNCIL PUBLIC HEARING:

JUNE 28, 2021



CASE: Preliminary Plat of Smith Street Subdivision

ACRES: 0.94

LOCATION: 1047 East Smith Street

EXISTING LAND USE: Single-Family Home

APPLICANT: AMAX Electric and Maintenance LLC

STAFF: Jared Follin, Associate Planner
417-864-1612

STAFF RECOMMENDATIONS:
Approve w/Conditions

PROPOSED MOTION: Move to approve as submitted in the staff report. Required vote is a majority of those present (5 members are a quorum).

SUMMARY OF REQUEST:

The applicant is proposing a preliminary plat for a five-lot residential subdivision named "Smith Street Subdivision" to facilitate the development of the property.

FINDINGS FOR STAFF RECOMMENDATIONS:

1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

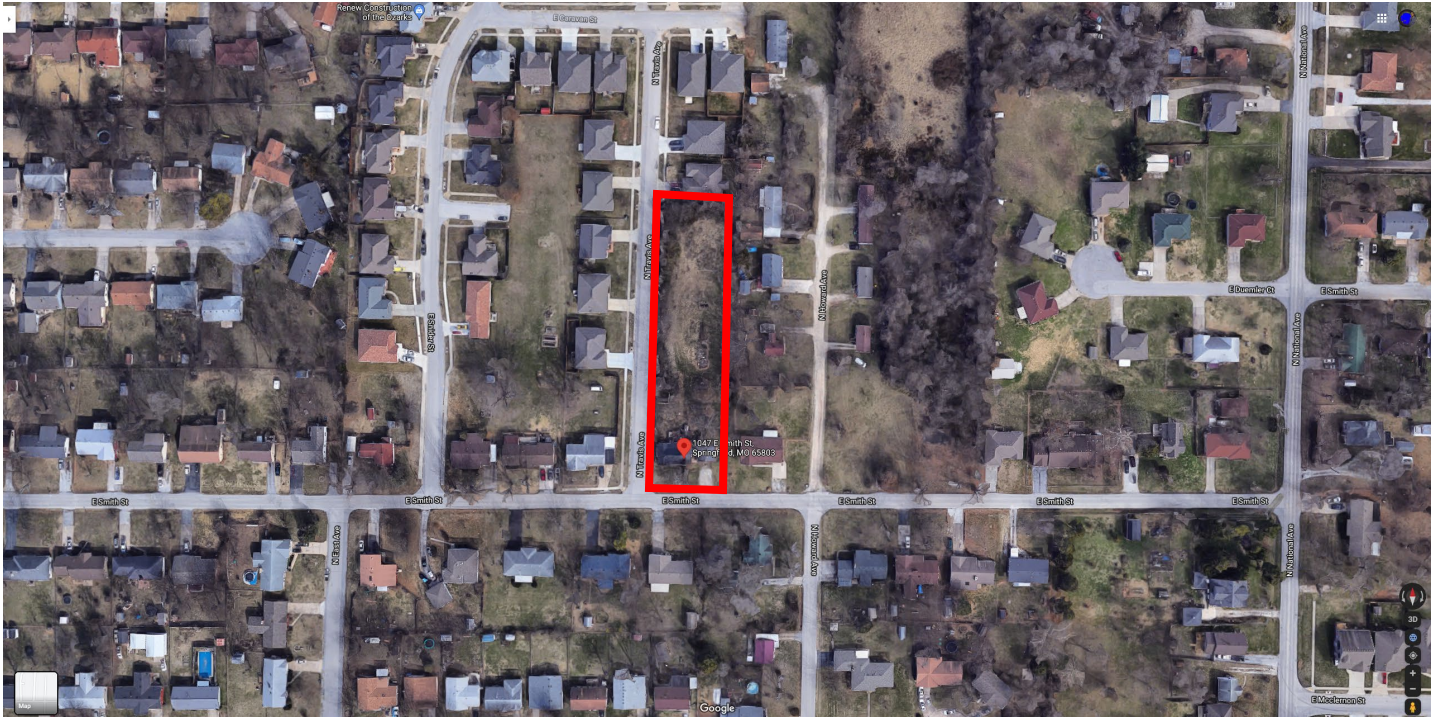
SURROUNDING ZONING AND LAND USES:

	NORTH	SOUTH	EAST	WEST
ZONING	R-SF	R-SF	R-SF	R-SF
LAND USE	Single-Family Residential	Single-Family Residential	Single-Family Residential	Single-Family Residential

Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



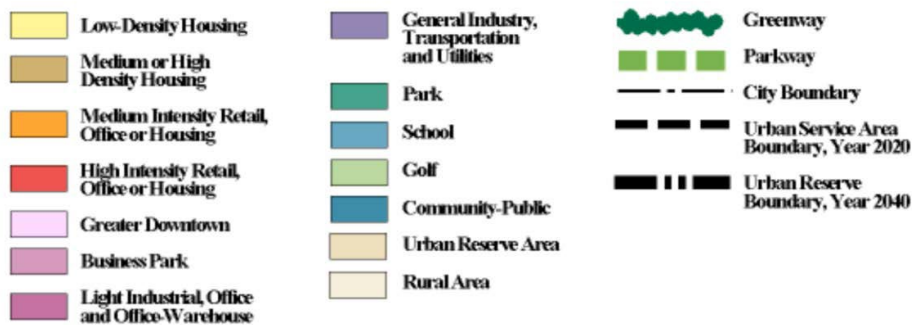
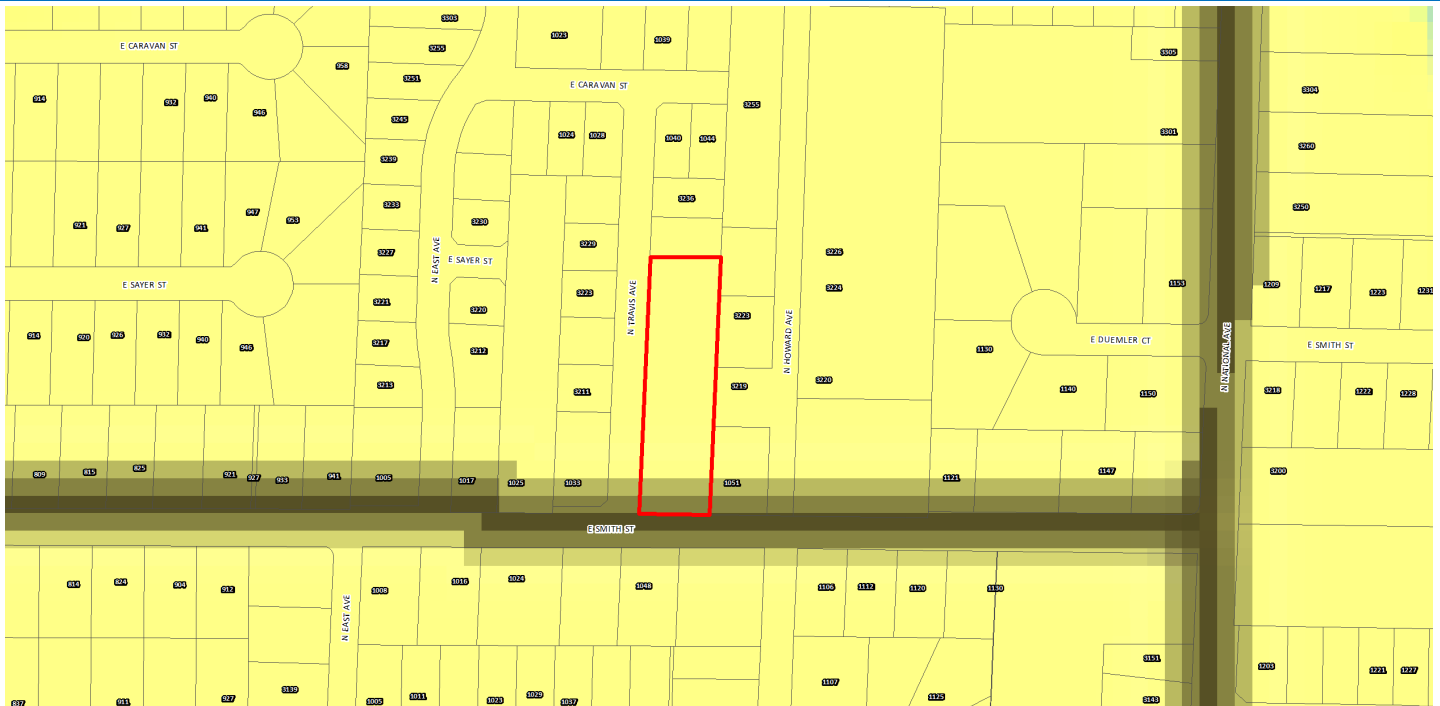
GOOGLE MAPS STREET VIEW:



Development Review Staff Report



GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report



PROPERTY HISTORY:

The subject property was partly annexed into the City of Springfield in 1955 & 1966. The property has remained unplatted.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-226. - Major subdivision review procedure.

(3) Preliminary plat.

- (a) After participating in the pre-subdivision review with city staff, the subdivider may prepare a preliminary plat, together with supplementary material as prescribed in section 36-263.
- (b) Copies of the preliminary plat and supplementary materials specified, together with a fee for administrative handling and processing in the amount prescribed by ordinance, shall be submitted to the director of planning and development with written application for approval. Upon determination that the application is complete, the director shall place the application on the agenda of the commission at a regular meeting not later than the second such meeting following the date of the filing of the application.
- (c) The commission shall hold a public hearing on the preliminary plat. Notice of the public hearing shall be made in accordance with city ordinance and the rules of the commission.
- (d) The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing. The commission shall approve, conditionally approve or disapprove the preliminary plat and if approved, the commission shall express its approval and state the conditions of such approval, if any, or if disapproved, shall express its disapproval and its reasons, therefore. In any case, a notation of the action taken, and the reasons, therefore, shall be entered in the records of the commission.
- (e) If approved by the commission or approved with conditions acceptable to the applicant, then the director of planning and development shall forward the preliminary plat to the city council for its approval. Council shall determine if the land or easement proposed to be dedicated by the applicant for public use or if the public improvements shall be accepted by the city. If the city council determines that the location of the land to be dedicated for public use or the location of public improvements is appropriate and complies with applicable ordinances then the city council shall authorize the acceptance of the dedication of the land or easements upon the applicant filing and recording a final plat which substantially conforms to the preliminary plat and shall authorize the acceptance of the public improvements upon the director of public works certifying to the director of planning and development and the city clerk that the public improvements have been made in accordance with city standards and specifications.
- (f) If approved with modifications which are not acceptable to the applicant or if disapproved, the director of planning and development shall attach to the plat a statement of reasons for such action and return it to the subdivider.
- (g) Actions by the commission regarding the preliminary plat are final unless such action is appealed by the subdivider to the city council within 90 days of the action by the commission.
- (h) Effective period of preliminary approval.
 1. The approval of a preliminary plat shall be effective for a period of two years. The application for final plat approval must be submitted to the department of planning and development within the two-year period. Any plat not submitted within the two-year limit shall be null and void except as provided in subparagraph 2. below.
 2. The planning and zoning commission may at its discretion and upon application by the subdivider extend the effective period of preliminary approval by two years, one time. All other submittals shall be considered a new preliminary plat and subject to applicable reviews.

Development Review Staff Report



ZONING ORDINANCE AND SUBDIVISION REGULATION STANDARDS:

CODE ITEM	REQUIREMENTS FOR SINGLE-FAMILY RESIDENTIAL
Minimum Lot Size	6,000 square feet
Maximum Structure Height	35 feet or two and one-half stories above the finished grade
Front Yard Setback	15 feet
Side and Rear Setbacks	Side – 5 feet Rear – 10% of lot depth
Street Classification	Smith Street – Secondary Arterial Travis Avenue - Local
Sidewalks (Per Sec.36-471)	There is existing sidewalk along the property frontage of N. Travis Avenue. There is not currently sidewalk along the property frontage of E. Smith Street. Sidewalk is required to be constructed along the property frontage of E. Smith Street. The existing infrastructure meets current City Standards.
Open Space Requirement	None

COMPATIBILITY WITH COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this area as Low-Density Housing. The subdivision divides the property in a way that facilitates the development for a single-family residential neighborhood which is an appropriate use under Low-Density Housing. The Major Thoroughfare Plan classifies Smith Street as a secondary arterial and Travis Avenue as a local street which supports the proposed land use.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 0.94 acres of property into a five-lot residential subdivision named "Smith Street Subdivision."
2. The existing single-family residence on the property does not comply with building setback lines. Any alterations to the home will be subject to Section 36-457(3). – Nonconformities of the City of Springfield Zoning Regulations.
3. The proposed lots meet all the requirements of the City's Subdivision Regulations.
4. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

The proposed preliminary plat was reviewed by City departments and comments are contained in Attachment 1. Conditions of Approval are provided in Attachment 2. The Preliminary Plat drawing can be found in Attachment 3

PUBLIC NOTIFICATIONS:

The property was posted by the applicant at least 10 days prior to the public hearing.

Development Review Staff Report



DEPARTMENT COMMENTS:

ATTACHMENT 1

AT&T

AT&T HAS FACILITIES WITHIN R/W NEAR THIS DEVELOPMENT THAT WILL CONTINUE TO BE MAINTAINED. BURIED FACILITY LOCATES NEED TO BE CONDUCTED PRIOR TO ANY CONSTRUCTION TO IDENTIFY ANY UTILITIES IN THE PROPOSED DEVELOPMENT LOCATIONS, AND TO IDENTIFY IF THEY CONFLICT WITH THIS DEVELOPMENT PLAN. THE SITE DEVELOPMENT MAY REQUIRE EXISTING AT&T FACILITIES TO BE RELOCATED AT THE DEVELOPER'S EXPENSE. CONTACT ENGINEER STEVEN BEIER 417-836-2761 180 DAYS PRIOR TO CONSTRUCTION. PLEASE NOTE THAT IF THE DEVELOPMENT OF THIS PROPERTY WILL NEED ADDITIONAL AT&T FACILITIES PLACED, CONTACT ENGINEER STEVEN BEIER 417-836-2761 180 DAYS PRIOR TO CONSTRUCTION.

CITY UTILITIES COMMENTS:

Electric Extension will be needed to provide service to proposed lots 2-5. 10-foot utility Easement may be needed along Travis to accommodate this. Gas/Water services can be provided as needed when homes are built. Contact Josh @ 417-831-8816 as needed.

CLEAN WATER SERVICES COMMENTS:

Each lot has access to public sewer. New laterals and sewer permits will be required for each new lot when building permits are issued. The sewer impact permit fee for residential properties is \$300.

PUBLIC WORKS STORMWATER DIVISION COMMENTS:

This is being approved but you have 2 options to choose from and correct documentation must be given at the time of the final plat.

1. A buyout will be allowed, and you pay the fee and do not have to contact the HOA to come up with a shared maintenance agreement. The fee would need to be paid prior to approval of the final plat.
2. You contact the HOA, you come to an agreement on shared maintenance and submit that will the final plat.

The property is in the **Pea Ridge Creek** drainage basin. The property **is not** located in a FEMA designated floodplain. Staff **is not** aware of flooding problems in the area. The city is not aware of a sinkhole at this location. A fee in lieu of on-site stormwater detention **will be allowed. This drains to existing infrastructure without negative impacts to adjacent properties.** The property **is not in a stream buffer area.**

Please note that development of the property will be subject to the following conditions at the time of development:

1. Post development peak run-off rates shall not exceed pre-development peak run-off rates for the 1, 10- and 100-year rain events. Any increase in impervious surfacing will require the development to meet current detention and water quality requirements per Chapter 4 Section 3.2.3 of the stormwater design criteria manual. <https://www.springfieldmo.gov/DocumentCenter/View/36063/Flood-Control-and-Water-Quality-Protection-Manual-?bidId=>
2. If disturbing 1 acre or greater, water quality will also have to be provided per Chapter 10 Section 2 of the stormwater design criteria manual.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved per Chapter 4 Section 3.0 of the stormwater design criteria manual.
4. A land disturbance permit will be required if disturbing 1 acre or greater per Chapter 4 Section 5 of the stormwater design criteria manual.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. 10 feet of additional right of way is shown on Smith Street.
2. 10 X 10 site triangle is shown at the intersection of Smith & Travis.
3. New sidewalk is shown along the property frontage of Smith Street.

Development Review Staff Report



STREET CLASSIFICATION, RIGHT-OF-WAY, & JURISDICTION

City's Transportation Plan classifies E. Smith Street as a Secondary Arterial roadway and N. Travis Avenue as a Local roadway. The standard right-of-way width for E. Smith Street is 35-feet from the centerline. The standard right-of-way width for N. Travis Avenue is 25-feet from the centerline. It appears additional right-of-way is not needed along N. Travis Avenue. It appears additional right-of-way is needed along E. Smith Street. In addition, a 10-foot by 10-foot right-of-way sight triangle is needed at the intersection of E. Smith Street and N. Travis Avenue. A survey is recommended to determine the exact amount of existing right-of-way. E. Smith Street and N. Travis Avenue are both city-maintained streets.

DRIVEWAY ACCESS

There is currently one driveway access point onto the property from E. Smith Street. Any new proposed driveway approaches must meet the minimum spacing requirements for the street classification.

SIDEWALK

There is existing sidewalk along the property frontage of N. Travis Avenue. There is not currently sidewalk along the property frontage of E. Smith Street. Sidewalk is required to be constructed along the property frontage of E. Smith Street. The existing infrastructure meets current City Standards.

IMPROVEMENTS

None required.

TRAFFIC - TABLE 1: PLATTING DETAILS

	Street Name	Street Classification	On-Street Parking	Existing Street ROW From Centerline (ft)	Required Street ROW From Centerline (ft)
Street 1	E. Smith Street	Secondary Arterial	No	25	35
Street 2	N. Travis Avenue	Local	No	25	25

PUBLIC WORKS TRANSPORTATION DIVISION COMMENTS:

IF required, Public Improvement Plans must be constructed and accepted prior to approval of the final plat and/or issuance of the Building Permit. A security (cash escrow, letter of credit, or performance bond) can be utilized in lieu of the construction of Public Improvements prior to approval of final plat or issuance of a building permit. Generally, most securities will be approved, but are reviewed on a case-by-case basis as outlined in City Code Sect. 98-14. IF securities are utilized, you will have one year to construct the submitted and approved public improvements (3 years for sidewalk) after approval of the final plat or issuance of the building permit. If securities are desired, please see the link below to complete a Request to Secure Public Improvements Form and the Security Checklist which provides links to forms and more information on the process. It is highly recommended you contact Austin Biellier (abiellier@springfieldmo.gov) or Colten Harris (charris@springfieldmo.gov) for more detailed information and instructions if you desire to submit securities. After public works plans are approved and fees are paid, securities will take approximately two weeks for approval after all correct documents are received. Please make sure to plan accordingly for this approval period. Please see the link to the application below which can be copied and pasted into your internet browser:

<http://www.springfieldmo.gov/DocumentCenter/View/19701>

<https://www.springfieldmo.gov/DocumentCenter/View/19702/Checklist-for-Escrow-Submittal-for-Public-Improvements?bidId=>

Development Review Staff Report



CONDITIONS FOR APPROVAL:

ATTACHMENT 2

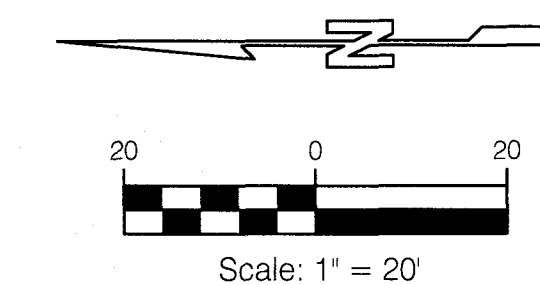
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.
2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.
4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rule and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.
5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.
6. All other requirements which are necessary for this subdivision to follow the Subdivision Regulations.

If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

PRELIMINARY PLAT
SMITH STREET SUBDIVISION
SPRINGFIELD, GREENE COUNTY, MISSOURI
E1/2 LOT 3 OF THE NE 1/4
SEC. 1, T29N, R22W

ATTACHMENT 3



GRID NORTH MISSOURI STATE PLAN
COORDINATE SYSTEM 1983: CENTRAL ZONE
ELEVATIONS BASED ON
CITY OF SPRINGFIELD BENCHMARK
STATION: 241
ELEVATION: 1272.79
ONE FOOT CONTOUR INTERVAL

DEED DESCRIPTION: BOOK 2020 PAGE 19490

BEGINNING 548.75 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF (E1/2) OF LOT THREE (3) OF THE NORTHEAST FRACTIONAL QUARTER (NE1/4) OF SECTION ONE (1), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-TWO (22) IN GREENE COUNTY, MISSOURI; THENCE NORTH 411 FEET; THENCE WEST 108 FEET; THENCE SOUTH 411 FEET; THENCE EAST 108 FEET TO THE POINT OF BEGINNING.

PROPERTY DESCRIPTION AS SURVEYED

A TRACT OF LAND LOCATED IN LOT 3 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 29 NORTH, RANGE 22 WEST, SPRINGFIELD, GREENE COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST HALF OF LOT 3 OF THE NORTHEAST
QUARTER OF SAID SECTION 1;

THENCE SOUTH 89°49'32" EAST, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 548.75 FEET TO THE SOUTHEAST CORNER OF A TRACT OF LAND RECORDED IN BOOK 2020 PAGE 19490-20, GREENE COUNTY, RECORDERS;

THENCE NORTH 02°26'05" EAST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 30.02 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY OF SMITH STREET FOR THE POINT OF BEGINNING;

THENCE NORTH 89°49'32" WEST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 107.93 FEET TO A POINT AT THE EAST RIGHT OF WAY OF TRAVIS AVENUE;

THENCE NORTH 02°26'14" EAST, ALONG THE SAID EAST RIGHT OF WAY OF TRAVIS AVENUE, A DISTANCE OF 381.31 FEET TO THE NORTHWEST CORNER OF SAID TRACT;

THENCE SOUTH 89°49'32" EAST, ALONG THE NORTH LINE OF SAID TRACT, A DISTANCE OF 107.92 FEET TO THE NORTHEAST CORNER OF SAID TRACT;

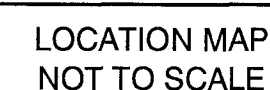
THENCE SOUTH 02°26'05" WEST, ALONG THE EAST LINE OF SAID TRACT, A DISTANCE OF 381.30 FEET TO
TO THE POINT OF BEGINNING;

EXCEPTING ANY PART THERE OF TAKEN, DEEDED OR USED FOR ROAD PURPOSES

CONTAINING 41,120.2 SQ. FT. OR 0.94 ACRES OF LAND

GENERAL NOTES:

1. THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
2. THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
3. SOURCE OF TITLE DEED BOOK 2020 PAGE 19490-20 GREENE COUNTY RECORDER'S OFFICE
4. PLAT OF JAYBIRD MEADOWS SUBDIVISION RECORDED IN PLAT BOOK ZZ PAGE 138 GREENE COUNTY RECORDER'S OFFICE, DATED FEBRUARY 26, 1997
5. DATE PREPARED APRIL 22, 2021



LEGEND

- | | | | |
|---|--|---|--------------------|
|  | IRON PIN SET CAPPED
"LC 2007008003" |  | TELEPHONE PEDESTAL |
|  | EXISTING IRON PIN |  | FIRE HYDRANT |
|  | EXISTING RIGHT-OF-WAY MARKER |  | WATER VALVE |
| M | MEASURED |  | GAS VALVE |
| P | PLATTED |  | GAS METER |
| D | DEEDED |  | POWER POLE |
| W | WATER LINE |  | ELECTRIC METER |
| GAS | GAS LINE |  | GUY ANCHOR |
| SAN | SANITARY SEWER |  | PULL BOX |
| CH | OVERHEAD ELECTRIC LINE |  | 2 PED |
| UG | UNDERGROUND ELECTRIC LINE |  | WATER METER |
| COMM | UNDERGROUND COMMUNICATION LINE |  | GAS METER |
| FO | FIBER-OPTIC CABLE |  | AIR CONDITIONER |
|  | CHAIN LINK FENCE |  | SIGN |
|  | WOOD PRIVACY FENCE |  | LIGHT POLE |
|  | BARBED WIRE FENCE |  | POST |
|  | ELECTRIC TRANSFORMER |  | MAIL BOX |
|  | SANITARY SEWER MANHOLE |  | TREE DECIDUOUS |
|  | STORM SEWER MANHOLE |  | TREE EVERGREEN |
|  | WATER MANHOLE | | |
|  | PROPOSED CONCRETE SIDEWALK | | |

PRELIMINARY PLAT NOTES:

1. DATE OF SUBMITTAL - _____, 2021
2. PROPOSED WASTEWATER DISPOSAL - MUNICIPAL SEWER SYSTEM (CITY OF SPRINGFIELD)
3. PROPOSED WATER, GAS AND ELECTRIC SUPPLY - CITY UTILITIES – EXISTING WATER AND GAS ON WEST SIDE OF TRAVIS AVE AND NORTH SIDE OF SMITH ST. EXISTING UNDERGROUND ELECTRIC WEST SIDE OF TRAVIS AVE AND EXISTING OVERHEAD ELECTRIC SOUTH SIDE OF SMITH ST.
4. CURRENT ZONING - RESIDENTIAL SINGLE FAMILY
5. TOTAL ACREAGE = 41,120 SQ. FT. (0.94 ACRES)
6. TOTAL NUMBER OF LOTS - 5 (LOTS 2, 3, 4 AND 5 = 6,233 SQ.FT. - SMALLEST LOTS)
7. EASEMENTS SHOWN HEREON ARE FROM FIELD INSPECTION OR RECORD AND MAY NOT BE ALL INCLUSIVE.
8. ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0219E DATED DECEMBER 17, 2010 THIS PROPERTY IS NOT IN A FLOOD HAZARD. IDENTIFIED AS ZONE X
9. THE LOCATIONS OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND AS POINTED OUT OR MAPPED BY UTILITIES PERSONNEL. LOCATIONS AND SIZES OF UNDERGROUND UTILITIES/STRUCTURES MAY BE ENCOUNTERED. BURIED UTILITIES/STRUCTURES SHOWN HEREON MAY NOT EXIST. NO EXCAVATIONS WERE MADE DURING THE PROGRESS OF THIS SURVEY TO FIND OR VERIFY BURIED UTILITIES LOCATIONS.
11. BUILDING SETBACKS:
FRONT YARD - 15'
REAR YARD - 10% LOT DEPTH
SIDE YARD - 5'
SIDE YARD WITH STREET - 15'
SIDE YARD WITH GARAGE FACING STREET-20'
12. NO PLANTINGS, FENCES OR OBSTRUCTIONS OTHER THAN MAIL BOXES PERMITTED WITH THE LIMITS OF ANY RIGHT OF WAY
13. THE EXISTING HOUSE ON LOT 1 DOES NOT COMPLY WITH THE BUILDING SETBACKS. ANY CHANGES TO THE HOUSE SHALL COMPLY WITH SECTION 36-457(3). -NONCONFORMITIES OF THE CITY OF SPRINGFIELD ZONING REGULATIONS
14. THE WATER, GAS AND UNDERGROUND ELECTRIC AS SHOWN IS BASED ON MAPS PROVIDED BY CITY UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE LOCATION

No.:	Revision:	Date:	PRELIMINARY PLAT SMITH STREET SUBDIVISION
			1047 E. SMITH STREET SPRINGFIELD, MISSOURI