



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 July 12, 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 28, 2021 CITY COUNCIL MEETING.

Documents:

[06-28-21.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, JULY 9, 2021.

4. CEREMONIAL MATTERS.

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

6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On.

7. 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](#)

8. 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:

[2021-161.PDF](#)

9. Council Bill 2021-163 (Simpson)

A general ordinance amending the Springfield Land Development Code

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](#)

10. 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](#)

11. 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](#)

12. 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](#)

13. 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](#)

14. 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](#)

15. 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.

Documents:

[2021-169.PDF](#)

16. RESOLUTIONS.

17. EMERGENCY BILLS.

18. PUBLIC IMPROVEMENTS.

19. Council Bill 2021-173 (Hosmer)

A special ordinance to cause to be issued a corrected special tax against the lots, blocks, and parcels of ground hereinafter described to pay for the cost of the construction of sanitary sewers in the City of Springfield, Missouri, in Sanitary Sewer District No. 17 of Section No. 26, in the general vicinity of Kearney Street and Lurvey Road; authorizing the City Clerk to issue new special tax bills to replace special tax bills previously issued in "Special Ordinance 27031" which have subsequently been found to contain a calculation error; and authorizing the City Clerk to deliver the same to the Director of

Finance to be registered in his office in accordance with this Ordinance; and, declaring that this bill qualifies for approval in one reading.

Documents:

[2021-173.PDF](#)

20. **GRANTS.**

21. **AMENDED BILLS.**

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

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

24. **Council Bill 2021-174 (Schilling)**

A special ordinance amending the Park Board's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$1,753,260.02 to allocate \$1,300,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales Tax Funds and \$453,260.02 of revenue and associated expense items within the Golf Fund, respectively.

Documents:

[2021-174.PDF](#)

25. **Council Bill 2021-175 (Lear)**

A special ordinance authorizing the City Manager, or his designee, to accept \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds, established by the American Rescue Plan Act of 2021, from the U.S. Department of the Treasury; and amending the Fiscal Year 2021-2022 budget in the amount of \$40,276,290 for the purpose of appropriating these funds.

Documents:

[2021-175.PDF](#)

26. **Council Bill 2021-176 (Lear)**

A special ordinance approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, in the amount of \$5,485,050 for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment in the amount of the bid, plus a contingency, to amend the Fiscal

Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund by appropriating reserves of said fund in the amount of \$6,582,060.

Documents:

[2021-176.PDF](#)

27. Council Bill 2021-177 (Hardinger)

A general ordinance amending the Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land Disturbance Activity,' by removing the security requirement, including additional requirements regarding permit duration and termination, providing additional enforcement mechanisms, and making other changes necessary for consistency with program policies and state land disturbance regulations.

Documents:

[2021-177.PDF](#)

28. Council Bill 2021-178 (Simpson)

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Ozark Greenways, Inc., granting a perpetual conservation easement on City-owned property bordering portions of Galloway Creek.

Documents:

[2021-178.PDF](#)

29. Council Bill 2021-179 (McGull)

A special ordinance approving the plans and specifications for the National Avenue and Commercial Street Signal Replacement project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$159,359.08 for said project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents:

[2021-179.PDF](#)

30. Council Bill 2021-180 (Romine)

A special ordinance authorizing the City Manager, or his designee, to enter into an Intergovernmental Cooperative Agreement with the Ozarks Transportation Organization, for the purpose of funding a study of the North 13 Corridor Study

Organization, for the purpose of funding a study of the North 13 Corridor Study, and amending the Fiscal Year 2021-2022 budget of the Department of Public Works in the amount of \$80,000 to appropriate Federal Surface Transportation Block Grant funds for this project.

Documents:

[2021-180.PDF](#)

31. Council Bill 2021-181 (Hosmer)

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield in the General Fund by increasing both revenue and expenses in the amount of \$93,580, for the purpose of adjusting for certain reimbursements and associated offsetting expenses as well as adjusting the salary budget for retirement payouts.

Documents:

[2021-181.PDF](#)

32. Council Bill 2021-182 (Ollis)

A special ordinance amending the Fiscal Year 2020-2021 operating budget of the City of Springfield by increasing both revenue and expenses in the amount of \$313,228, in various Special Revenue and Capital Project Funds, for the purpose of accounting for certain reimbursements and associated offsetting expenses.

Documents:

[2021-182.PDF](#)

33. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

Randy Allen wishes to address City Council.

Kevin Myles wishes to address City Council.

Daryl Baker wishes to address City Council.

34. NEW BUSINESS.

The City Manager recommends the following appointments to the Art Museum Board: Amanda Stadler, and Lindsey Kelsay, with terms to expire June 1, 2024.

The City Manager recommends the following reappointment to the Building Trades Examination & Certification Board: Rory Krueger, with a term to expire December 1, 2023.

The City Manager recommends the following reappointments to the Springfield-Greene County Park Board: Susan Turner and Randall Blackwood, with terms to expire June 1, 2024.

The City Manager recommends the following appointment to the Springfield-Greene County Park Board: Mark McNay, with a term to expire June 1, 2024.

35. **UNFINISHED BUSINESS.**

36. **MISCELLANEOUS.**

37. **CONSENT AGENDA – FIRST READING BILLS.**

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

39. **Council Bill 2021-183 (Simpson)**

A resolution confirming the appointment of Brad Fisher to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

Documents:

[2021-183.PDF](#)

40. **CONSENT AGENDA – SECOND READING BILLS. See Item #3.**

41. **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](#)

42. **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](#)

43. 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](#)

44. END OF CONSENT AGENDA.

45. 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 28, 2021
Springfield, Missouri

The City Council met in regular session June 28, 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 acknowledged the loss of Amy Chaplin, a community member and previous City Council candidate who frequently attended meetings. He also recognized the upcoming 245th anniversary of the United States' declaration of its independence.

Mayor McClure recognized Scout Troop 24 member; Asher Nelson who is working on an Eagle required merit badge called Citizen in the Community.

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

*Mike Schilling attended via Zoom

Minutes The minutes of June 14, 2021 Council meeting and June 15, 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 there will be upcoming on-site opportunities to be vaccinated against COVID-19. He noted that individuals interested may visit www.vaccine417.com for a complete calendar of events and additional information. He added that if anyone needed assistance scheduling an appointment to contact the Springfield- Greene County Health Department at 417-874-1211.

Mr. Gage noted video from the City Council Retreat regarding the American Rescue Plan Act funding is now available to view at Cityview.springfieldmo.gov. The City Clerk's office is working on scheduling a meeting for the Committee of the Whole for discussion. The Department of Public Information and Civic Engagement is working on a website for this project which will have a link from the home page of www.springfieldmo.gov.

Mr. Gage introduced Roger Haynes, President of the Missouri City County Management Association/Deputy City Manager of Mexico, Missouri. Mr. Haynes presented the Richard R. Noel Outstanding Assistant Award for Excellence in Leadership by the Missouri City County Management Association to Collin Quigley, Deputy City Manager. Mayor McClure congratulated Mr. Quigley.

The following bills appeared on the agenda under Second Reading.

**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.)

Council Bill 2021-142. General Ordinance 6661 approved with the following vote:
Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: None Abstain: None

**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.)

Councilman Ollis expressed his support for the proposed. He noted he would like a blight study to be conducted of the area. Jason Gage, City Manager, noted he would need to get Council consent on funding authorization, and it could be drawn up and presented. Mr. Gage expressed based on the size of the area, there would be advantages for having this information available.

Council Bill 2021-143. General Ordinance 6662 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None Absent: None Abstain: None

**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.'

Council Bill 2021-144. General Ordinance 6663 was approved with the following vote:
Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None Absent: None Abstain: None

**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.

Council Bill 2021-145. Special Ordinance 27518 was approved with the following vote:
Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None Absent: None Abstain: None

**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.

Councilwoman Romine noted she met with the Convention of Visitors Bureau recently and was amazed with the work they had done to get the restaurant and hotel sectors stabilized and promote tourism.

Council Bill 2021-146. Special Ordinance 27519 was approved with the following vote:
Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None Absent: None Abstain: None

**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.

Council Bill 2021-147. Special Ordinance 27520 was approved with the following vote:
Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None Absent: None Abstain: None

**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.

Council Bill 2021-148. Special Ordinance 27521 was approved with the following vote:
Ayes: McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, and McClure. Nays: None Absent: None Abstain: None

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.

Council Bill 2021-149. Special Ordinance 27522 was approved with the following vote:
Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, McGull, and McClure.
Nays: Romine Absent: None Abstain: None

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.

Councilman Hosmer asked what the funds would be used towards. Jason Gage, City Manager, introduced Jerry Mitchell, Parks Superintendent of Business Operations to answer the question. Mr. Mitchell noted the grant would reimburse efforts regarding the COVID-19 pandemic, as well as for supplies and services utilized ensuring protocols and requirements are met.

Council Bill 2021-150. Special Ordinance 27523 was approved with the following vote:
Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: None Abstain: None

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.

Council Bill 2021-151. General Ordinance 6664 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, and McClure. Nays: None Absent: None Abstain: None

**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.

Council Bill 2021-152. Special Ordinance 27524 was approved with the following vote: Ayes: Ollis, Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, and McClure. Nays: None Absent: None Abstain: None

**Collective
Bargaining
Agreement –
International
Brotherhood of
Electrical Works,
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.

Council Bill 2021-153. Special Ordinance 27525 was approved with the following vote: Ayes: Lear, Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, and McClure. Nays: None Absent: None Abstain: None

**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.

Council Bill 2021-154. Special Ordinance 27526 was approved with the following vote: Ayes: Hardinger, Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, and McClure. Nays: None Absent: None Abstain: None

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

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.

Mayor Pro Tem Simpson expressed his support for the proposed, noting this agreement would raise the starting base pay for the Police Department. He noted the proposed would allow us to be more competitive with outside agencies.

Council Bill 2021-155. Special Ordinance 27527 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None Absent: None Abstain: None

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.

Council Bill 2021-156. General Ordinance 6665 was approved with the following vote: Ayes: Romine, McGull, Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, and McClure. Nays: None Absent: None Abstain: None

The following bills appeared on the agenda under Resolutions.

**Des Moines, Iowa
Trip**

Sponsor: McClure Council Bill: 2021-158

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.

Cora Scott, Director of Public Information & Civic Engagement, provided an overview of the proposed. She noted the trip would allow members to learn about the significant investments Des Moines has made in residential development within historic neighborhoods, as well as identify models that could be used in Springfield.

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

Council Bill 2021-158. Resolution 10585 was approved with the following vote: Ayes: Schilling, Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, and McClure. Nays: None Absent: None Abstain: None

**Homeless
Demonstration
Program Grant**

Sponsor: Hardinger Council Bill: 2021-159

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.

Bob Atchley, Senior City Planner, explained this bill would allow the city to apply for a grant in partnership with Community Partnership of the Ozarks (CPO). Mr. Atchley noted this annual competitive grant is not associated with the COVID stimulus fund and would be used to develop, implement, and coordinate a community plan to end youth homelessness. He states that if selected it would allow for Nations Youth Homeless experts to assist in developing a community plan.

Councilwoman Hardinger asked Mr. Atchley to elaborate regarding the impact funds could have on our homeless youth population. Mr. Atchley provided additional insight, adding he believed the impact could be significant. She asked what the current youth homeless population is in Springfield. Mr. Atchley deferred to Amanda Stadler of CPO who will address Council momentarily.

Councilwoman Romine asked how progress would be tracked. Mr. Atchley noted that the local Continuum of Care is required to do a point in time count of the sheltered and unsheltered. She asked what the homeless trend is in Springfield. Mr. Atchley expressed there has been an increase, not just in Springfield, but nationally.

Councilman Lear asked what the average size of communities are that receive funding. Mr. Atchley noted the process for receiving funding, and expressed his belief that given said process, there is a higher chance to receive funding this year.

Mayor Pro Tem Simpson asked if we have received feedback on why past applications were denied so we can amend our process to maximize our chance to receive the grant. Mr. Atchley noted we have received feedback that will help this next round of applications. He reiterated his belief Springfield has a strong chance of receiving funds.

An opportunity was given for citizens to express their views.

Amanda Stadler, CPO Coordinator, spoke in support of the proposed. She provided an overview of the relationship between CPO and the Ozark Alliance to End Homelessness. She noted the benefits of their programs and the importance of applying for this grant.

There being no further appearances, the public hearing was declared closed.

Council Bill 2021-159. Resolution 10586 was approved with the following vote: Ayes: Simpson, Hosmer, Ollis, Lear, Hardinger, Romine, McGull, Schilling, and McClure. Nays: None Absent: None Abstain: None

EMERGENCY BILLS

PUBLIC IMPROVEMENTS

The following bill appeared on the agenda under Grants.

Adult Vaccination Supplemental Grant

Sponsor: Hosmer Council Bill 2021-160

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

Jon Mooney, Assistant Director of Health, provided an overview of the proposed. He noted 60% of eligible people are not fully vaccinated against COVID-19. He further noted there has been a rise in cases concerning the COVID-19 Delta variant. He noted these funds would be used to provide additional education, help build vaccine confidence and reach the community to ensure an equitable distribution of the vaccine.

Councilman Hosmer asked where Springfield ranks in positive cases compared to other states and the national average. Mr. Mooney noted depending on the dashboard you chose to research; Greene county sits roughly 5-7% behind the state and 10-12% behind the national rate for vaccines.

Councilwoman Romine asked how much money has been spent educating the public about the vaccine and why there appears to be a reluctance among particular groups to receive the vaccine. Mr. Mooney noted of 197,000, roughly 18,000 is targeted at marketing and education. Mr. Mooney further noted the current focus would be building relationships with different populations in the community and gathering additional information so that we can understand why so many are unwilling to get the vaccine.

Mayor Pro Tem Simpson asked are there plans to partner with community organizations to focus on areas regarding outreach. Mr. Mooney noted they have done some preliminary work with various organizations and want to keep working to build additional relationships.

Councilman Hardinger inquired how many hospitalizations are of people who have not received a vaccine. Mr. Mooney noted the majority are unvaccinated individuals.

Mayor McClure asked what the Moderna and Pfizer vaccine effectiveness is against the delta variant. Mr. Mooney noted the most recent research showing that Pfizer has an 88% effectiveness. He further noted this does not prevent the disease, but it does reduce the severity of the virus.

Councilwoman Romaine asked are there any other medications that would be helpful for people that have the delta variant. Mr. Mooney noted he is not a medical professional and encourages individuals with questions should see their family physician.

An opportunity was given for citizens to express their views. There being appearances, the public hearing was declared closed.

Council Bill 2021-160. Special Ordinance 27528 was approved with the following vote:
Ayes: Hosmer, Ollis, Lear, Hardinger, McGull, Schilling, Simpson, and McClure.
Nays: Romine Absent: None Abstain: None

AMENDED BILLS

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

**Springfield Land
Development
Code, Section 36-
306 1012 West
Buena Vista Street**

Sponsor: Schilling Council Bill 2021-161

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.)

Mayor McClure recused himself; Mayor Pro Tem Simpson became the presiding officer.

Brendan Griesemer, Acting Director of Planning and Development stated this would allow rezoning of this property from an Office Districts to a Planned Development District. He explained this comprehensive plan and stated how it was appropriate for Low Density Housing however the area was rezoned to an Office District in 2014. Mr. Griesemer explained why an impact study was not needed as the area contains collector roadways for traffic.

Hosmer asked for clarifications regarding the gate of this area. Mr. Griesemer explained that the gate would allow for access for the Fire Department but not to the public.

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

Mayor Pro Tem Simpson moved City Council suspend the rules and consider Council Bill 2021-162, more specifically item #32 before Council Bill 2021-161 more specifically item #31 so Council Bill 2021-161 and Council Bill 2021-163 can be presented together.

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

**Springfield Land
Development
Code, Section 36-
306 5505 West
Sunshine**

Sponsor: Schilling Council Bill 2021-162

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.)

Brendan Griesemer, Acting Director of Planning and Development explained this bill as a rezoning request for an area annexed into the city. He utilized slides to help explain the changes to the area which included traffic impact studies. Mr. Griesemer stated that this comprehensive plan located at James River Freeway/Sunshine is appropriate for Medium-intensity retail, housing & light industrial, offices and warehouses.

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

**Springfield Land
Development
Code, Section 36-
306 817 West El
Camino Alto Drive**

Sponsor: Simpson Council Bill 2021-163

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.)

Mayor McClure recused himself.

Brendan Griesemer, Acting Director of Planning and Development explained that this is a rezoning request to rezone from an Office District to a Low-Density Multi-Family Residential area. He states the Comprehensive Plan was rezoned to Office in 2014. Mr. Griesemer explained the transportation plan. He further explains that this area is a conditional overlay district which would limit development to a maximum density of 11 dwelling units per acre for a total 59 units.

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

**Springfield Land
Development
Code, Section 36-
306 1132 West
Division Street**

Sponsor: Schilling Council Bill 2021-164

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.)

Brendan Griesemer, Acting Director of Planning and Development noted that this is a rezoning request. He provided an overview of the comprehensive plan for Low-Density Housing including a brief history of the zoning of this area. He further noted that a traffic impact study was not required.

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

**Automobile
washing Permit
No. 452- 2808
North Kansas
Expressway**

Sponsor: Romine Council Bill 2021-165

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.)

Brendan Griesemer, Acting Director of Planning and Development provided an overview of the proposed. He noted the proposed pertains to an automobile washing business. He noted that the transportation plan classifies this area as a local roadway, and therefore, a traffic impact study is not required. He noted a fee in lieu of on-site stormwater detention will be allowed.

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

The following bills appeared on the agenda under First Reading Bills.

**RSM US LLP;
Police Officers'
and Firefighters'
Retirement System**

Sponsor: McClure Council Bill 2021-166

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.

Jody Vernon, Assistant Director of Finance provided an overview of the proposed. She noted the Finance Department requested a proposal for external auditing services as required every five years. She noted they received four responses to the request for proposal and based on the selection criteria outline in the RFP, they are recommending RSM as the external audit firm for the next 5-year cycle.

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

**Emerald City
Band; Route 66
Festival**

Sponsor: Ollis Council Bill 2021-167

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.

Cora Scott, Director of Public Information and Civic Engagement, provided an overview of the proposed. She noted this agreement would allow the Emerald City band to perform at the Birthplace of Route 66 Festival.

Councilman Hosmer asked what type of band is Emerald City. Ms. Scott noted Emerald City is a 12-person band that has a horn section and plays a variety of music. Councilman Hosmer noted that \$25,000 is for the band and \$22,000 was for amenities for the band. Ms. Scott clarified \$25,500 would be exclusively for the contract and \$22,767 would be for the band's expenses such as staging and lighting, and other production needs.

Councilman Lear asked about how large the festival will be and an estimate of those who will attend. Ms. Scott noted roughly 450 classic cars owners are registered in addition to 550 people are registered for the parade. She noted anticipating around 70,000 people, which is above what has happened in the past for the entire festival and roughly 10,000 for the concert portion.

Mayor McClure provided an overview of the legislative process noting the Missouri legislature may pass a measure that could provide additional funds toward the Route 66 Festival.

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

**Law Department
full-time position
of Law Technician**

Sponsor: McGull Council Bill 2021-168

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.

Carl Yendes, Assistant City Attorney, provided an overview of the proposed. He noted that the City Prosecutor's office now handles data for traffic offenses and misdemeanor crimes that occur within the Springfield city limits. He noted the legal tech position would fall between the full paralegal position and the assistant position. Mr. Yendes further noted this position would consist of someone trained to process entering data in addition to assisting with preparation for new cases.

Councilman Hosmer asked if one position would be enough for their office. Mr. Yendes noted at this time this position would allow for his office to process the back log of information and not take time away from regular staff responsibilities as it would be a dedicated position. He further noted if needed he would look to add another position in the future.

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

**Sanitary Sewer
easement 3101
South Glenstone
Ave**

Sponsor: Simpson Council Bill 2021-169

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

Bob Hosmer, Planning Manager, provided an overview of the proposed. He noted this area is located at Battlefield and Glenstone and has been dedicated. He further noted that this easement is contingent upon the construction of public improvements.

Councilman Hosmer asked if this relinquishment is staff driven or applicant driven. Mr. Hosmer noted applicant driven and would be relocating part of the sewer line under the easement to a different location.

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

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

Did Not Appear Danny Hill did not appear to address the City Council.

Did Not Appear Patricia Tursi did not appear to address the City Council.

NEW BUSINESS

UNFINISHED BUSINESS

MISCELLANEOUS

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

**Planning and
Development
dedication;
Preliminary Plat of
Brody's Place,
5505 West
Sunshine Street**

Sponsor: Schilling Council Bill 2021-170

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.)

**Planning and
Development
dedication;
Preliminary Plat of
Deer Lake Soccer
Park, 6006 West
State Highway 266**

Sponsor: Romine Council Bill 2021-171

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.)

**Planning and
Development
dedication;
Preliminary Plat of
Smith Street
Subdivision, 1047
East Smith Street**

Sponsor: McGull Council Bill 2021-172

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.)

CONSENT AGENDA ONE READING BILLS

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

- Confirmed** Confirm the following appointment to the Springfield-Greene County Public Library Board: Mark McNay with term to expire July 1, 2024.
- Confirmed** Confirm the following reappointment to the Springfield-Greene County Public Library Board: Michelle Moulder with term to expire July 1, 2024.
- Confirmed** 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.
- Confirmed** 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.
- Confirmed** Confirm the following appointment to the Building Trades Examination and Certification Board: Yankton Sothern with term to expire December 1, 2024.

END OF CONSENT AGENDA.

Motion to Adjourn Councilwoman Romine moved to Adjourn. Mayor Pro Tem Simpson seconded the motion, and it was approved by the following vote:

Ayes. Lear, Hardinger, Romine, McGull, Schilling, Simpson, Ollis, and McClure.
Nays. Hosmer. Absent. None. Abstain. None. The meeting adjourned at 8:25 p.m.

Prepared by
Lauren M. Fischer

Anita J. Cotter, CMC/MRCC
City Clerk

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.

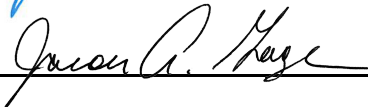
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , 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).

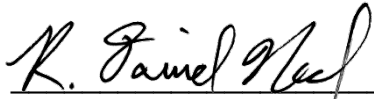
FINDINGS FOR STAFF RECOMMENDATION:

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.

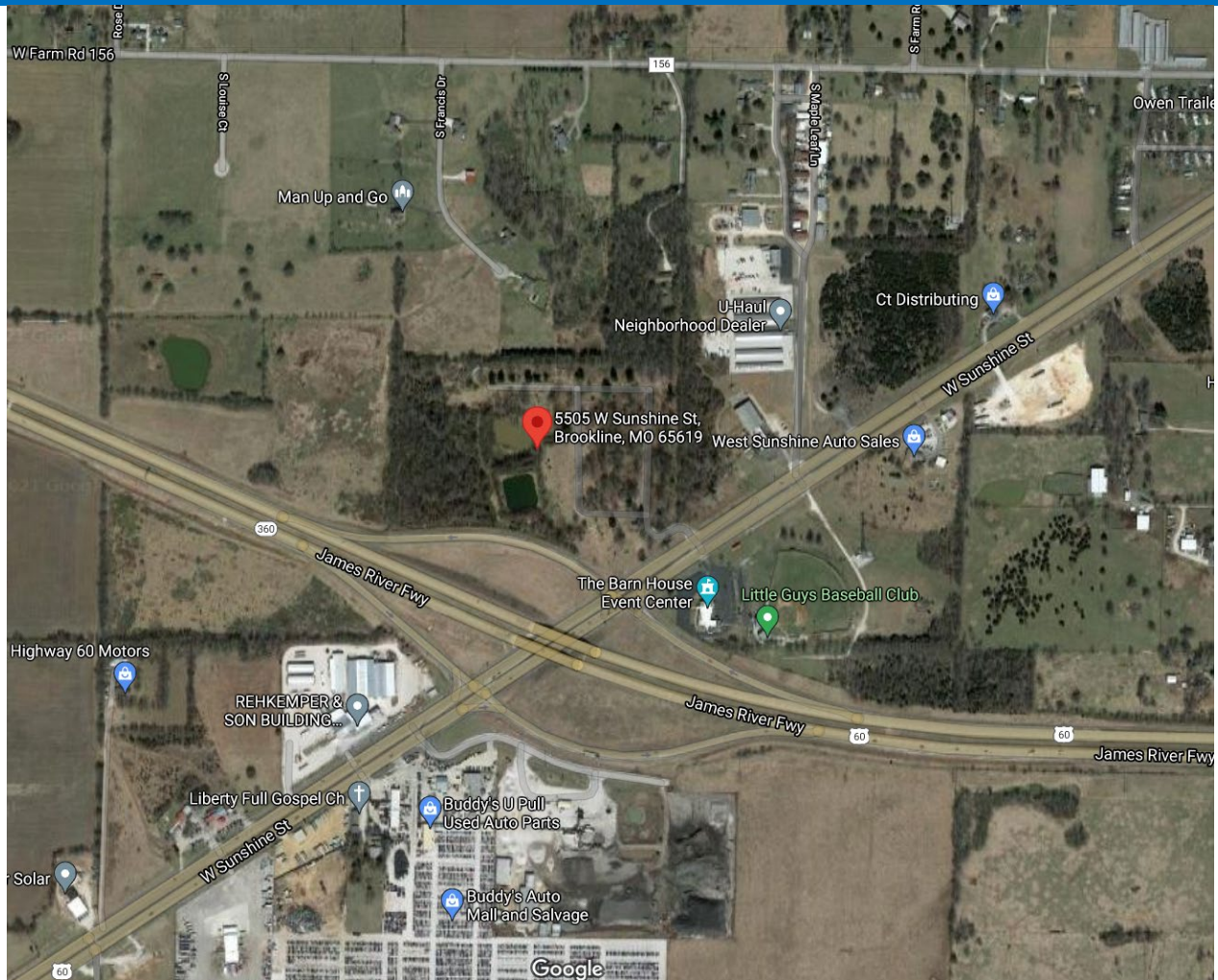
SURROUNDING ZONING AND LAND USES:

	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

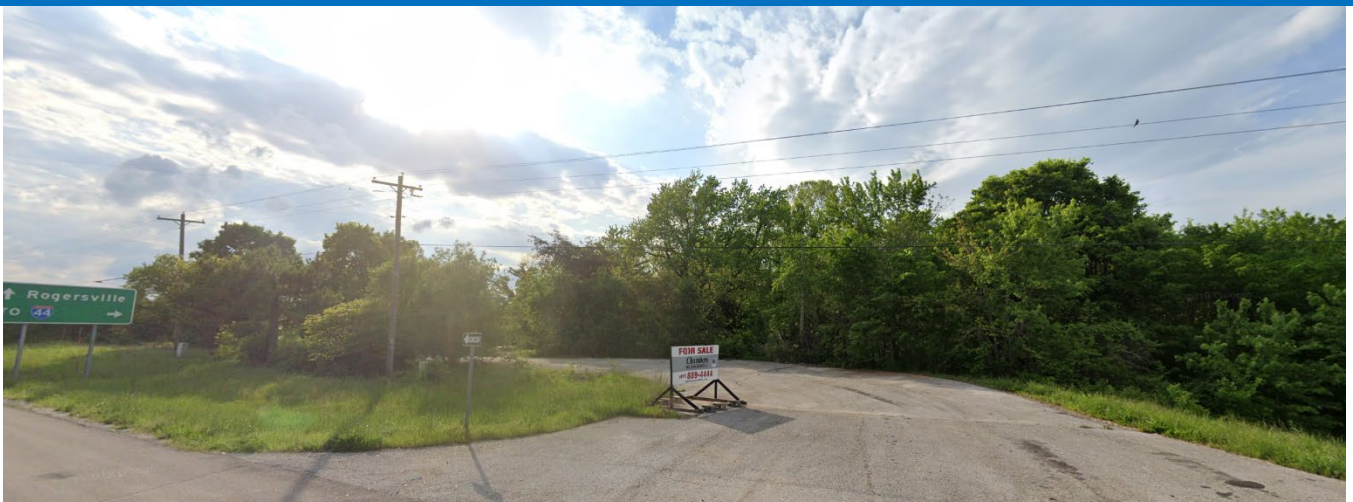
Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

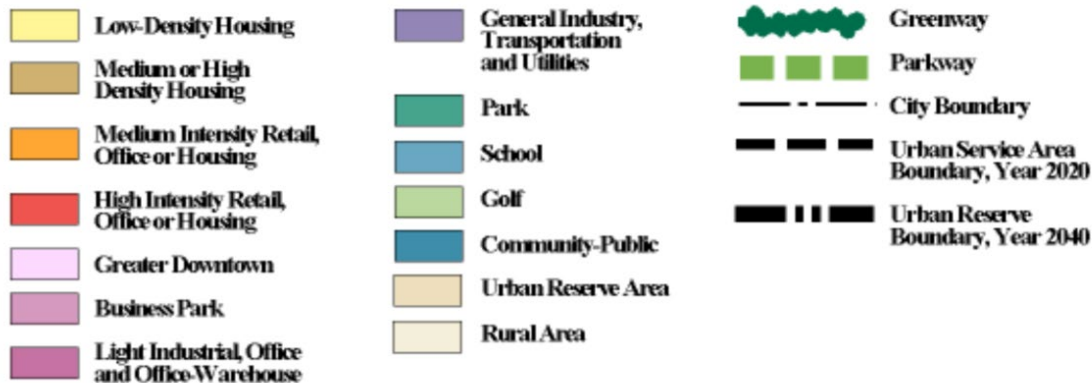
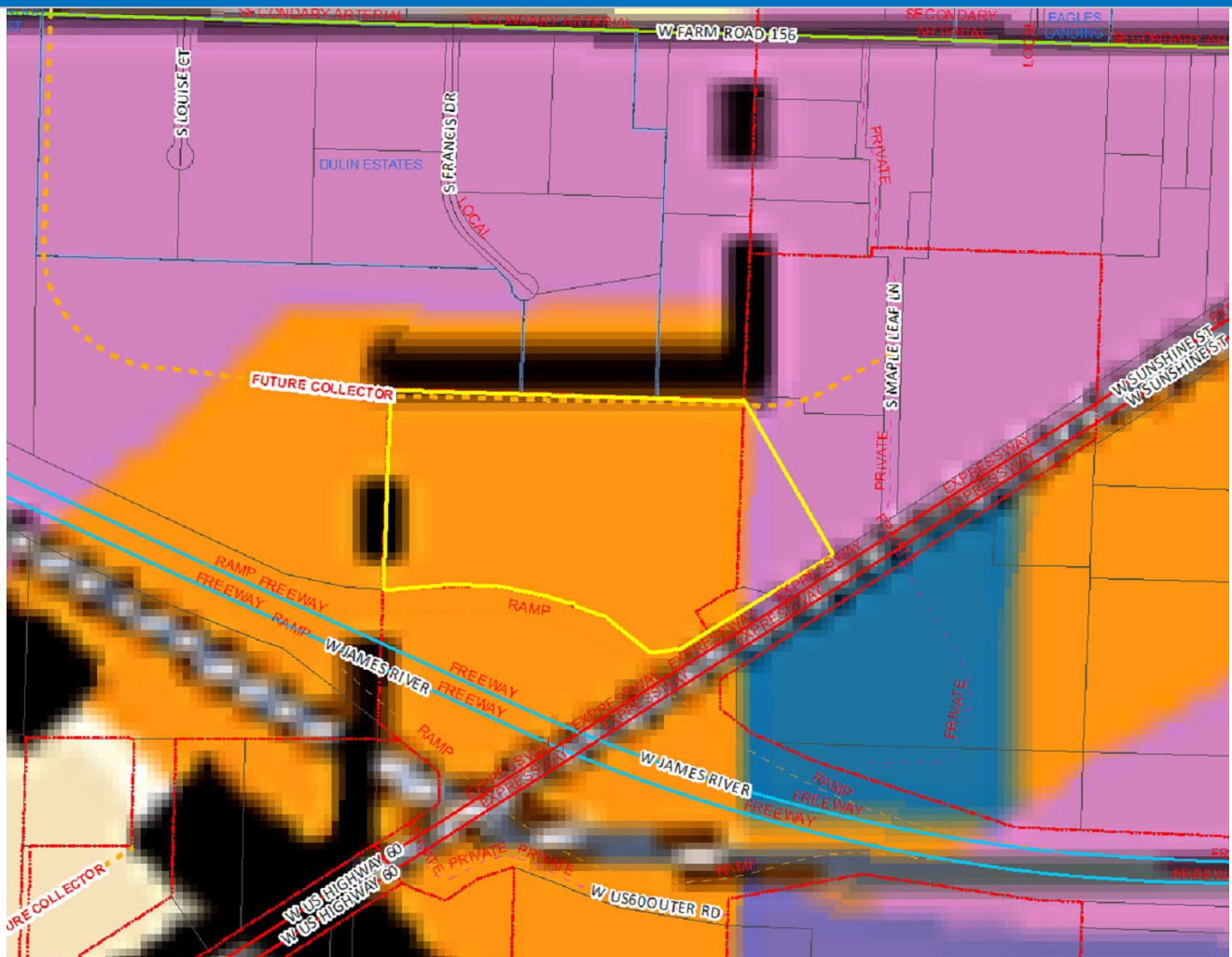


GOOGLE MAPS STREET VIEW:



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

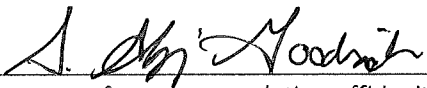
1. Request change to zoning from: General Retail to Highway Commercial
(existing zoning) (proposed zoning)
2. Meeting Date & Time: May 13th
3. Meeting Location: Cox Roofing - 5431 W. Sunshine St, Springfield, MO
4. Number of invitations that were sent: 12
5. How the mailing list was generated: By the 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. 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:

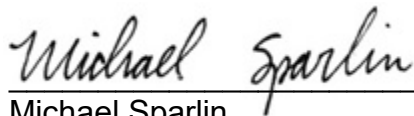
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve the proposed Planned Development No. 377, by a vote of 8 to 0.

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:



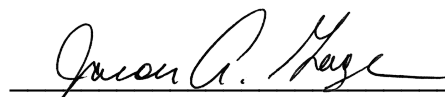
Michael Sparlin
Senior Planner

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

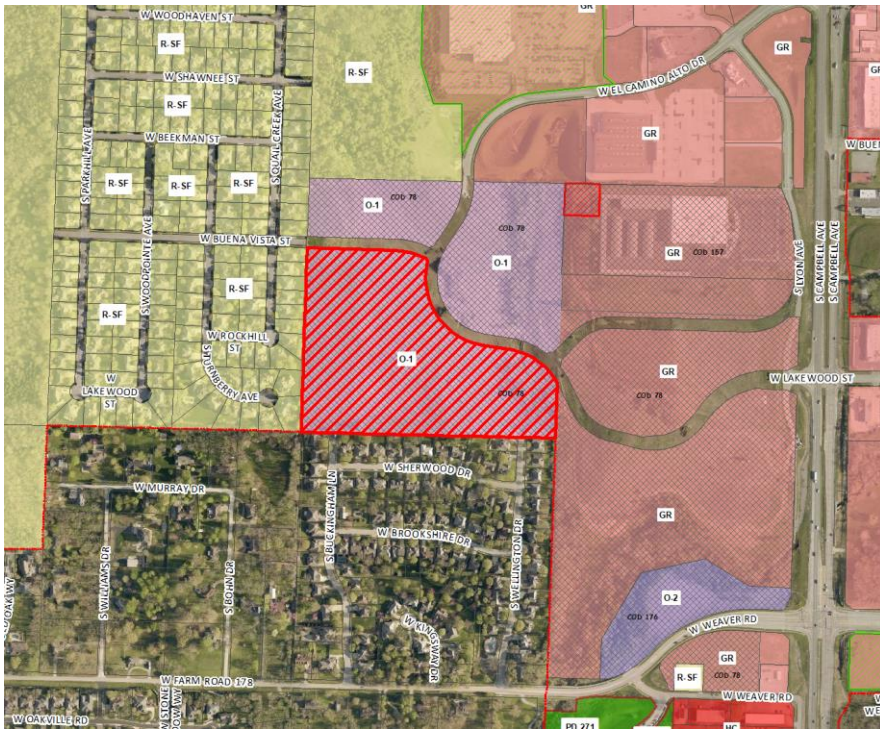
EXISTING LAND USE: Undeveloped land

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:

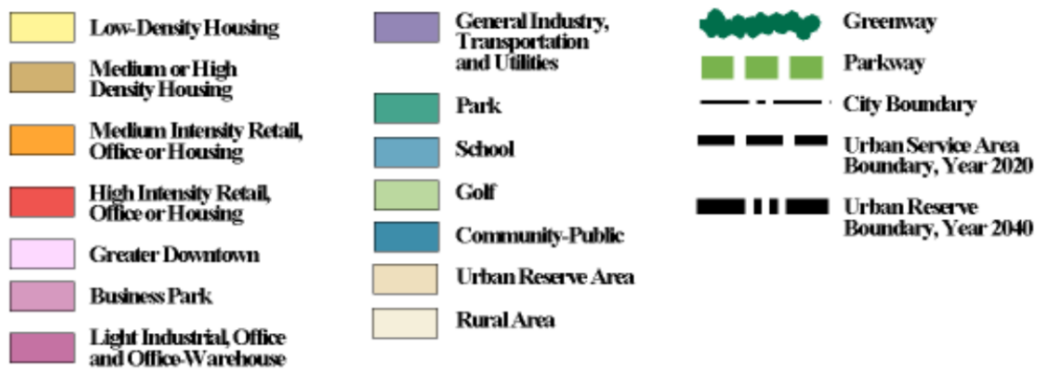
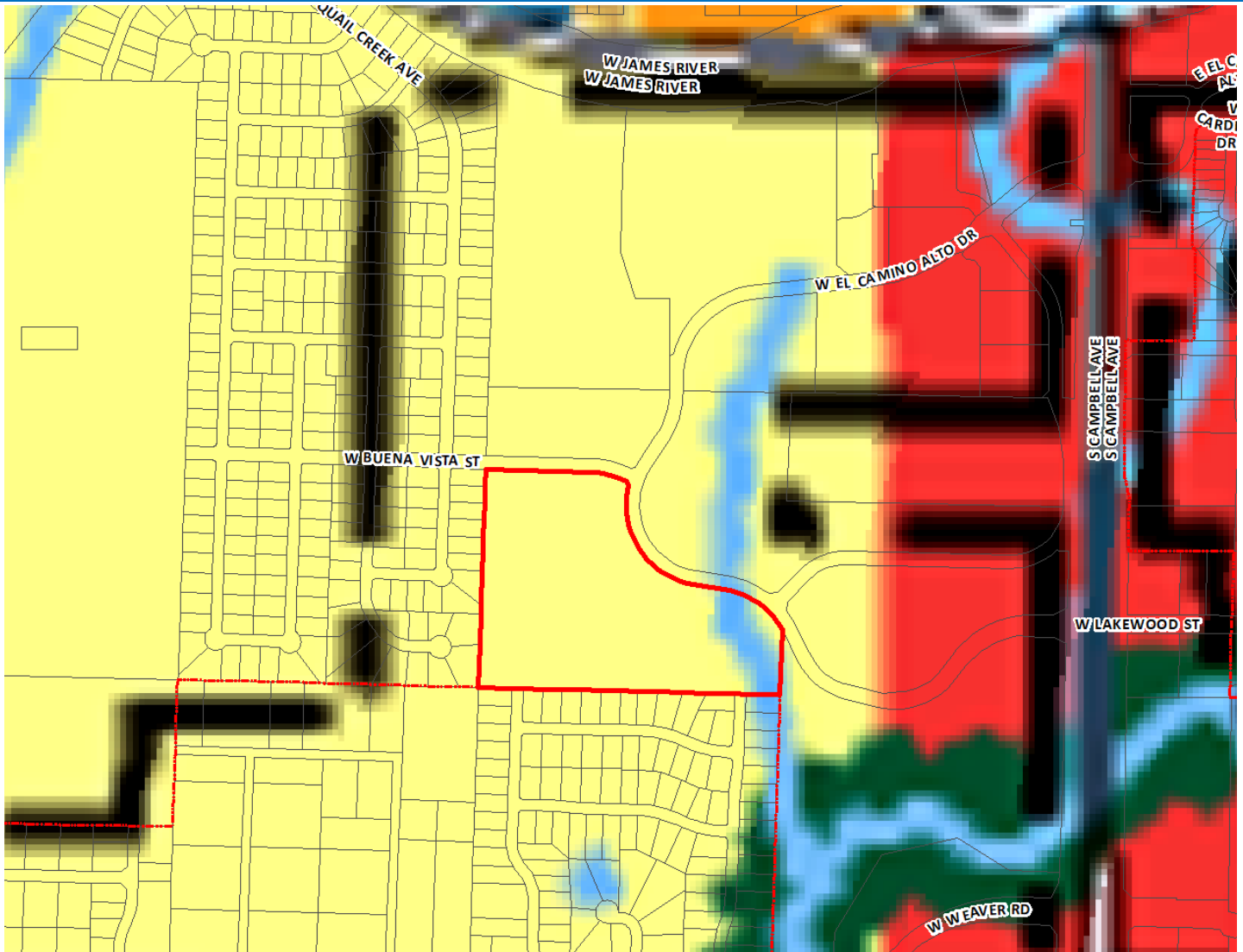
	NORTH	SOUTH	EAST	WEST
ZONING	O-1 COD 78	County R-1	GR COD 78	R-SF
LAND USE	Undeveloped land	Single-family residence	Undeveloped land	Single-family residence

**CITY OF
Springfield**

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 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

There 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.

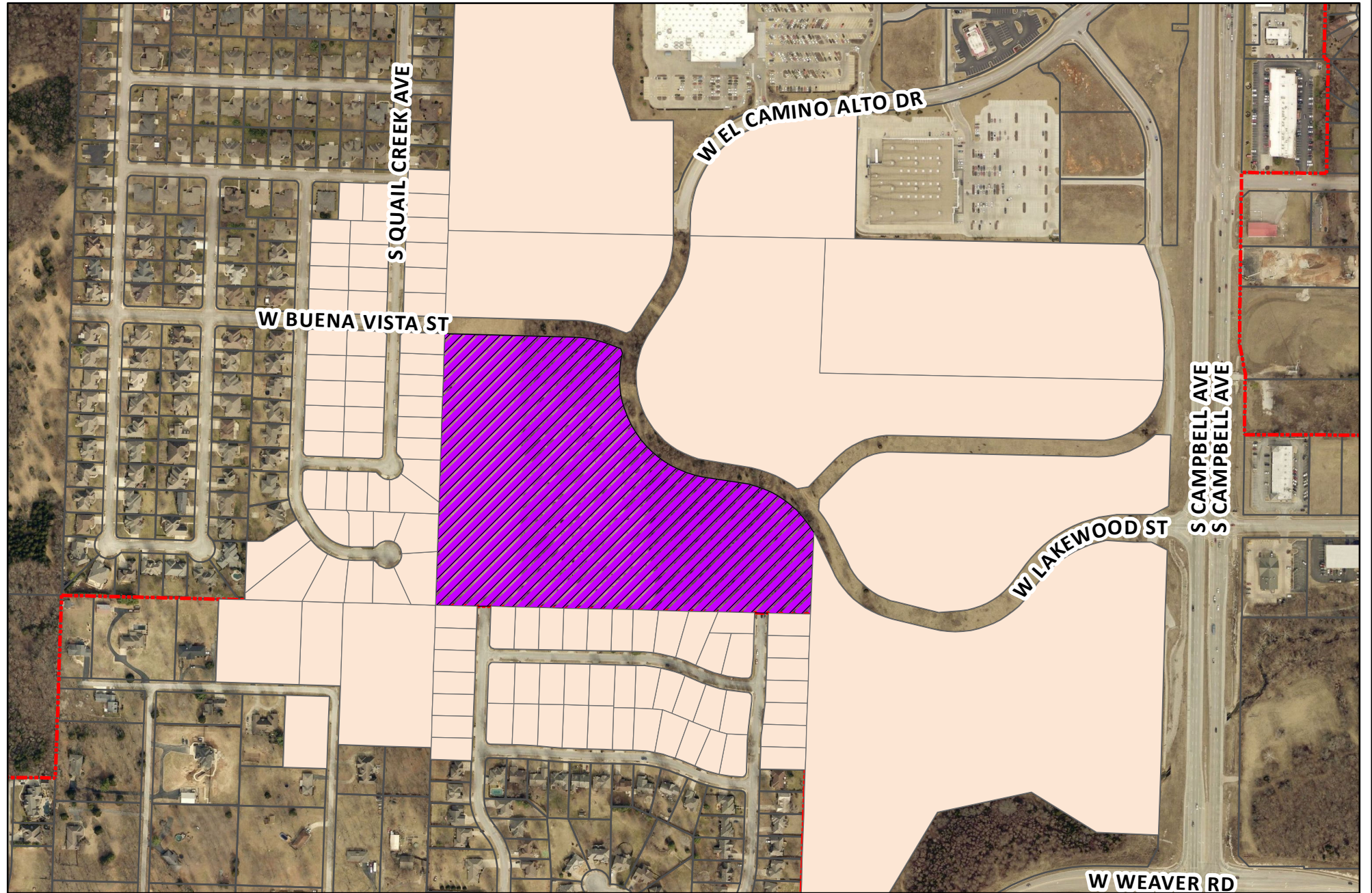
Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well 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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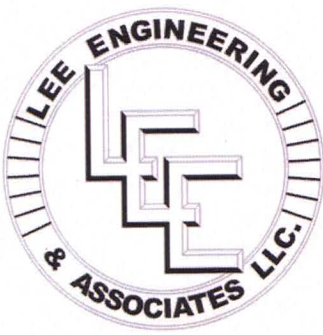
500'



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

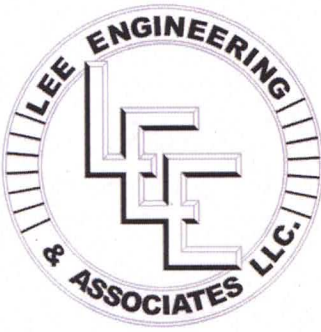
SIGN IN SHEET

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 MATTER	4638 S Quail Creek	417 414-3424
Danny & Linda Barton	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	" "	" "
Donna DeHaven	1115 W Murray Dr	417-889-0783
Donna DeHaven	1131 W. MURRAY DR	417-619-3304
DAVID BEXLER	4847 S. BUCKINGHAM 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
Daniel Breeman	4866 S. Wellington St.	417-988-3824
Melissa Bakke	" "	" "
John D Barber	4656 S. Woodpointe	417-889-2304
MARY BARBER	" " " "	" " " "



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

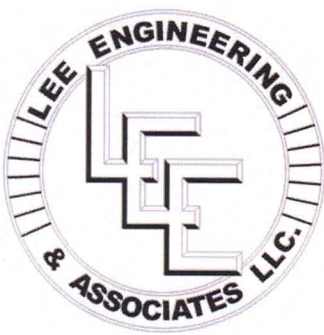
SIGN IN SHEET

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	
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	



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COMMENT SHEET

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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 & 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.



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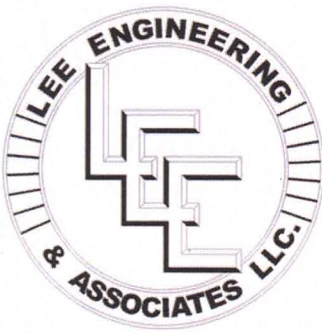
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
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.



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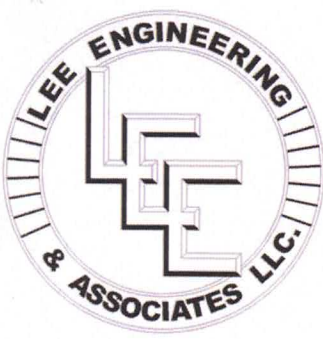
Tuesday, May 4, 2020

Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
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



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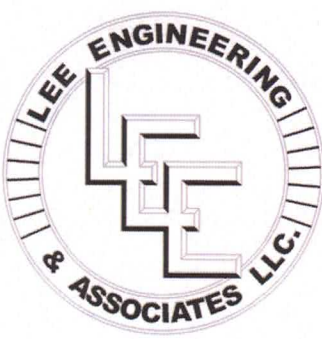
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

NAME	ADDRESS	PHONE
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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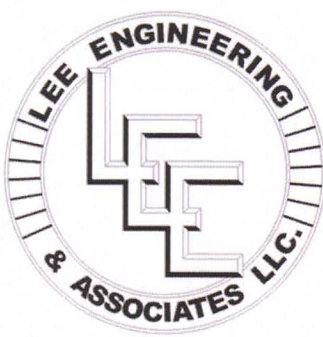
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

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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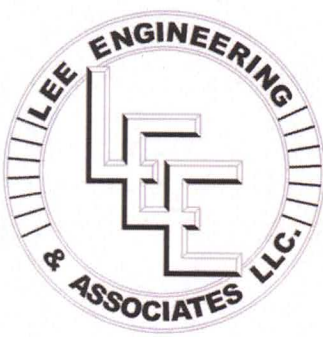
Tuesday, May 4, 2020

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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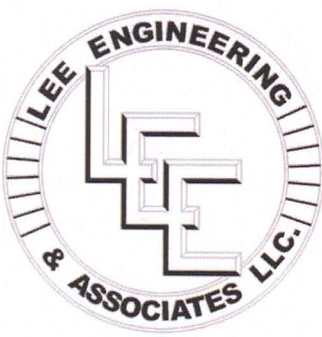
Tuesday, May 4, 2020

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 Terra 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 Terra Vera. I would encourage zoning remain for office & not change.



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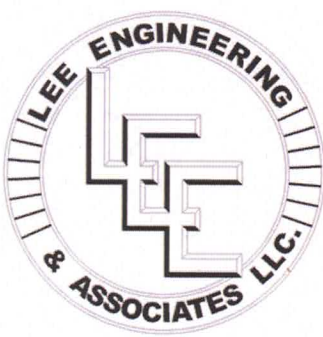
Re: The Ridge at Ward Branch, at W. El Camino Alto Dr. and at W. Buena Vista St.
Springfield, Missouri

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

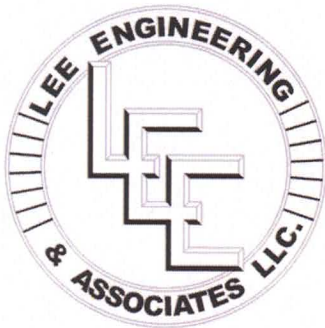
NAME	ADDRESS	PHONE
LEVI WILSON	4980 S Buckinbham	417-425-5779

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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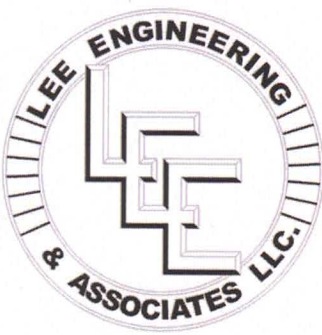
Tuesday, May 4, 2020

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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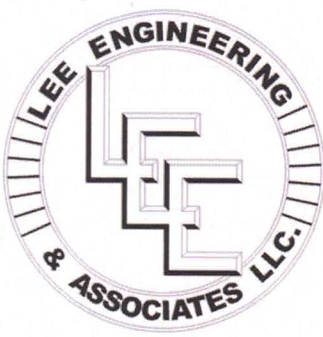
Tuesday, May 4, 2020

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

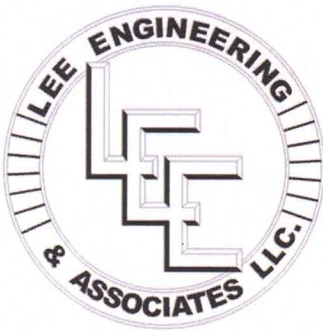
NAME	ADDRESS	PHONE
Danny Burison	1130 W. Beekman	417-350-6097

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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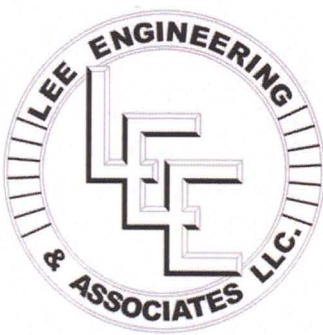
Tuesday, May 4, 2020

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

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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



Virus-free. www.avast.com

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. 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

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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			

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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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)
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Bob Hosmer, AICP Planning Manager
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Springfield, Missouri 65801

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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

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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

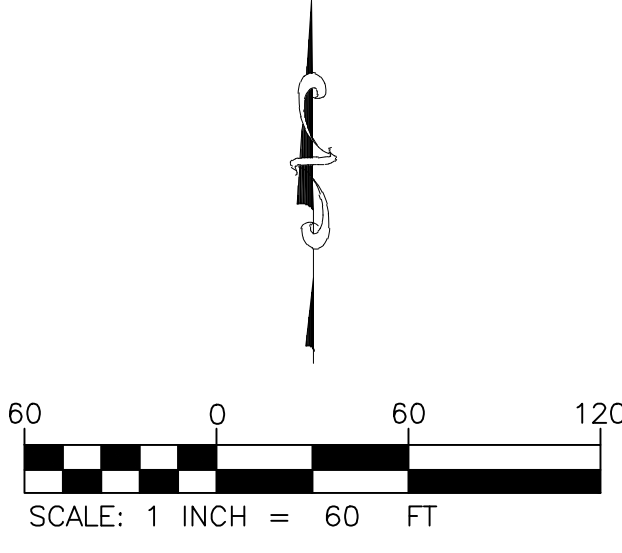
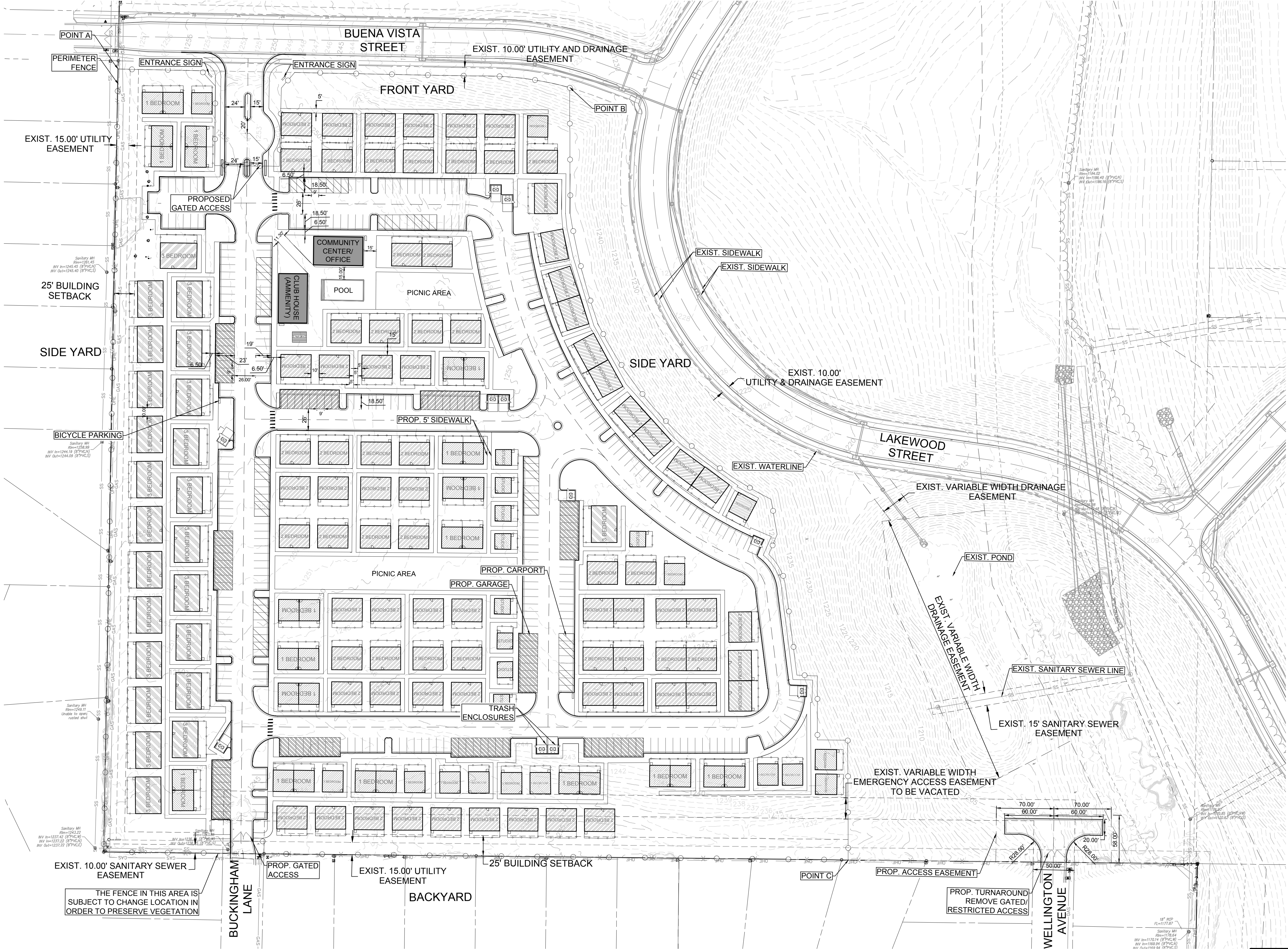
A final development plan, showing conformance with the requirements of this Exhibit, shall be submitted to the Planning and Development Department and approved in the manner described below prior to the issuance of any building permits or prior to the commencement of any of the permitted uses or improvements 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. 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:

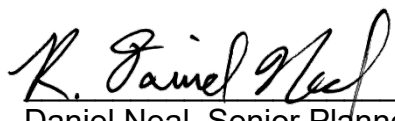
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve, by a vote of 8 to 0.

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:

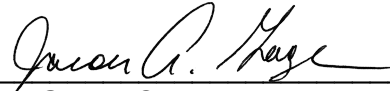

Daniel Neal, Senior Planner

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 enclosed in a rectangular box. The signature is fluid and cursive.

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.

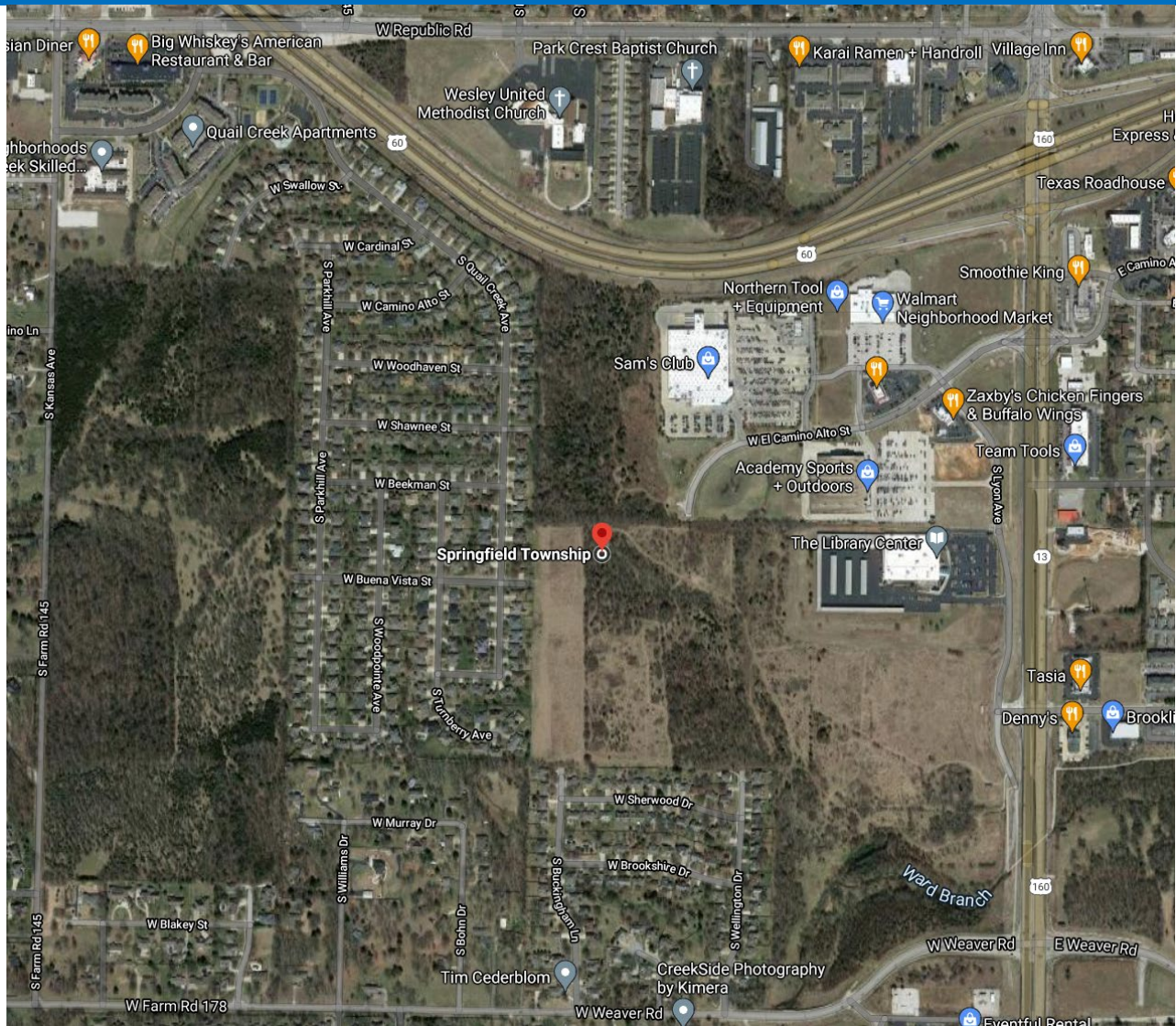
SURROUNDING ZONING AND LAND USES:

	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

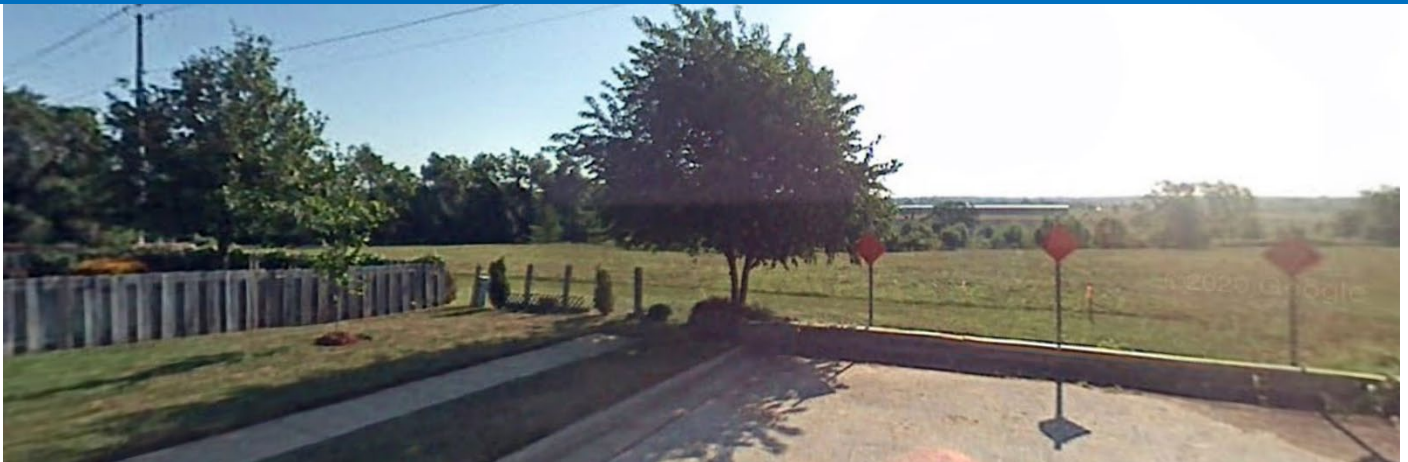
Development Review Staff Report



SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):

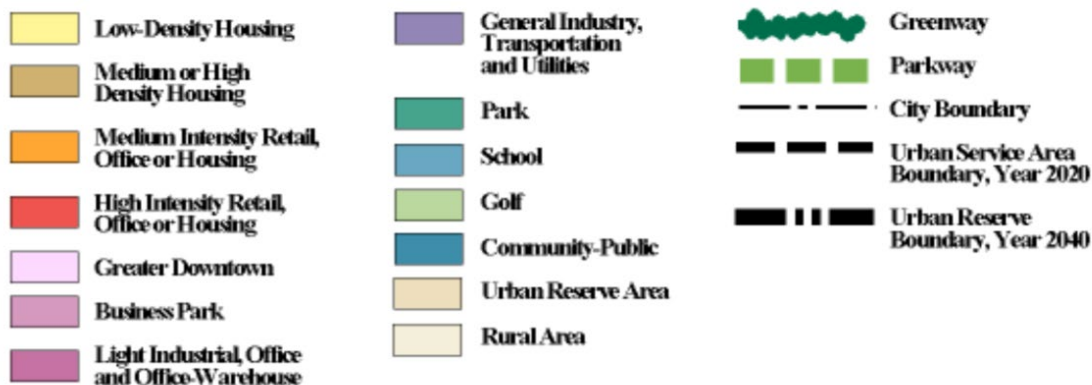
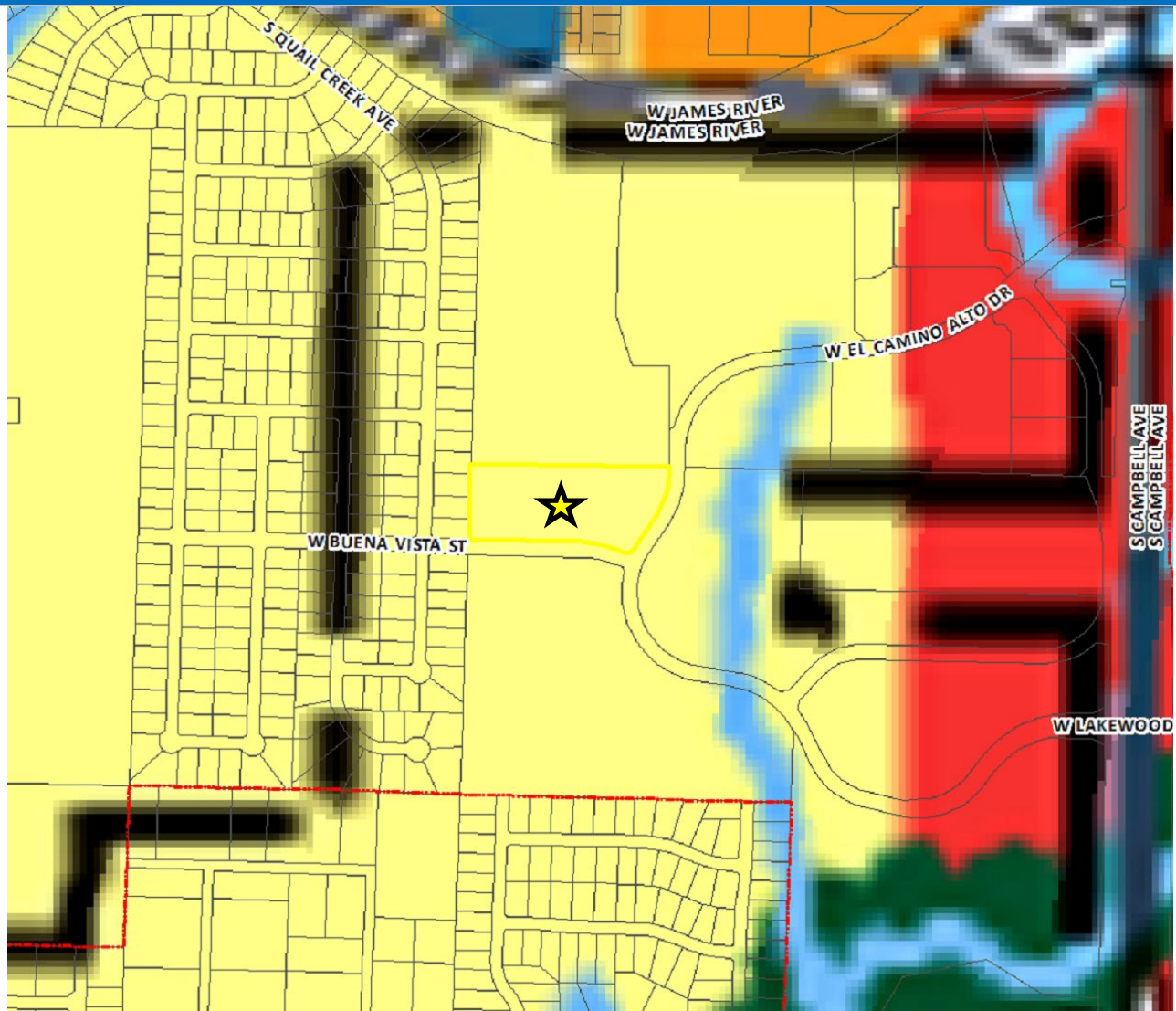


GOOGLE MAPS STREET VIEW:



Development Review Staff Report

GROWTH MANAGEMENT AND LAND USE PLAN:



Development Review Staff Report

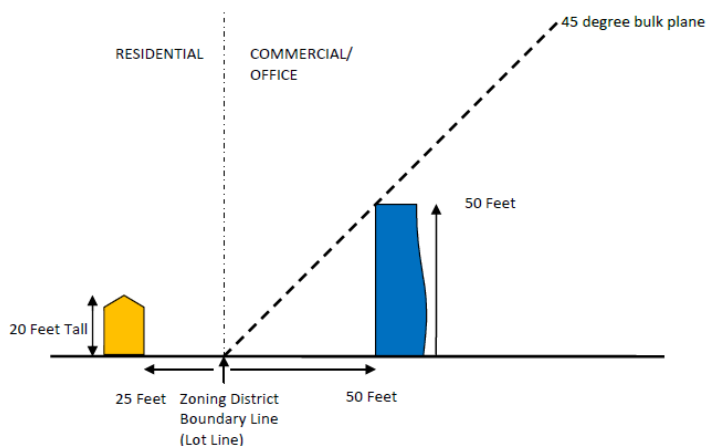
PROPERTY HISTORY:

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:

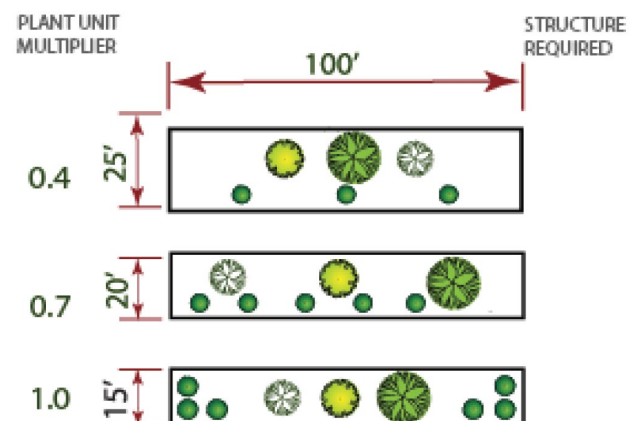
CODE ITEM	REQUIREMENTS FOR R-LD
Use Limitations	(a) Single-family detached dwellings are not permitted unless they exist at the time the district is mapped.
Maximum Structure Height	- When side yards are less than 15 feet in width: 35 feet or two and one-half stories above the finished grade. - When 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

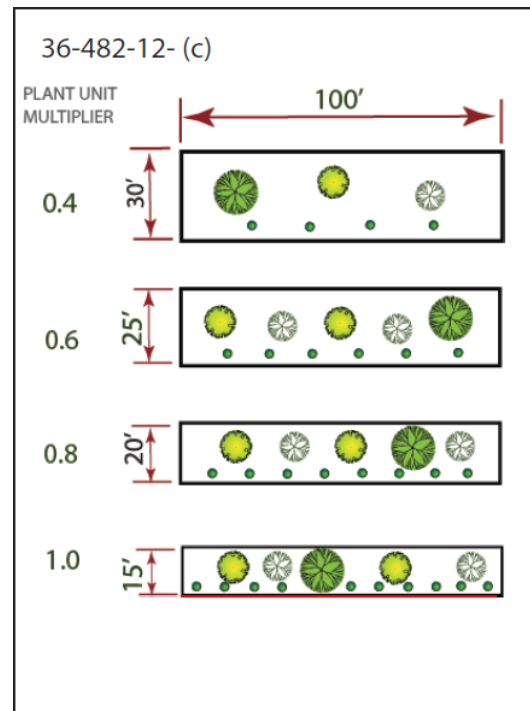


LANDSCAPING

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.

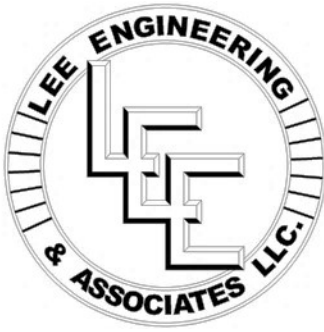
I, Martha Middleton (print name), attest that the neighborhood meeting was held on 4/23/2021 (month/date/year), and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

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.

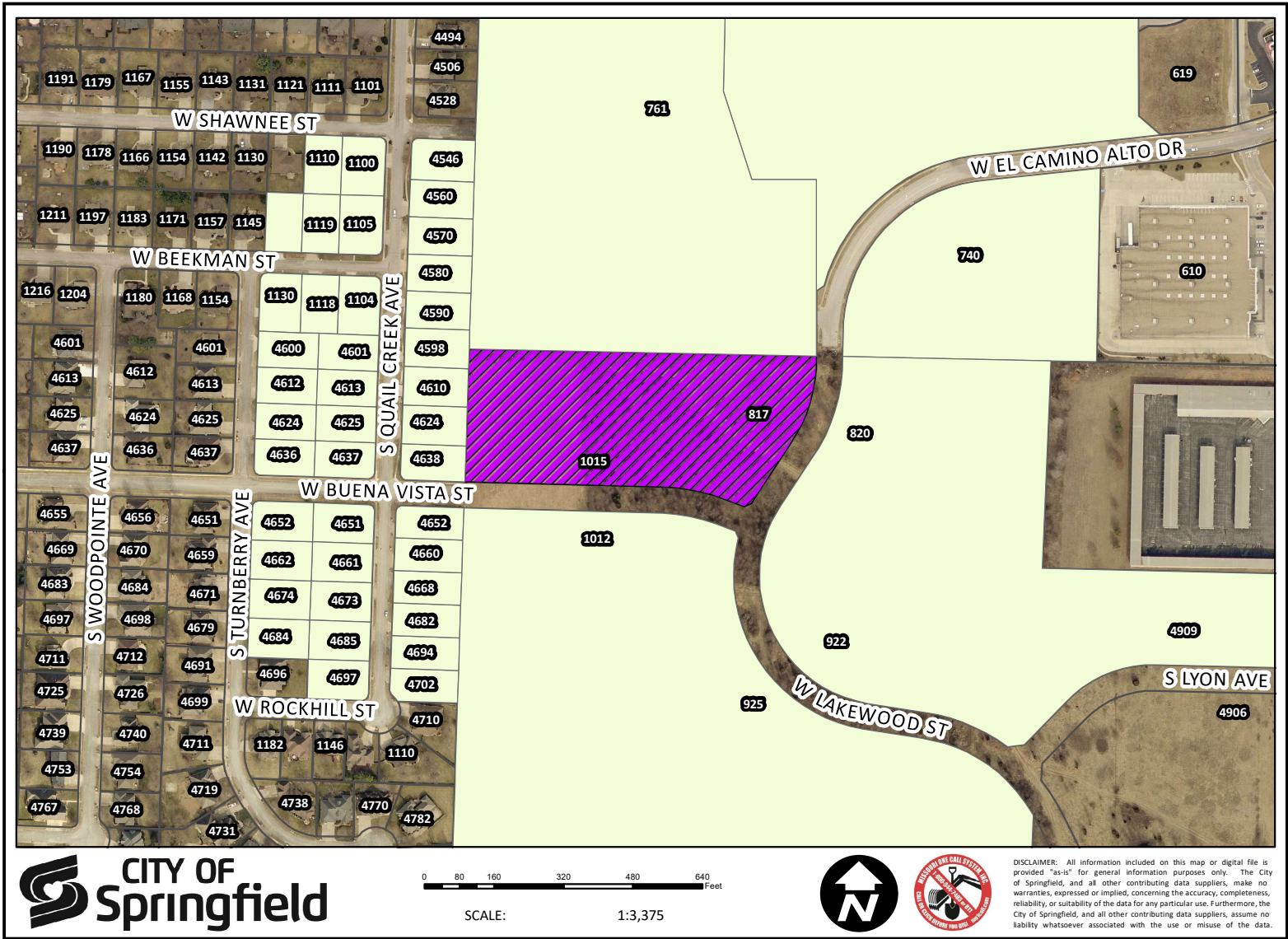
Staff submits a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission. You can provide comments on the attached "Comment Card" by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well 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'



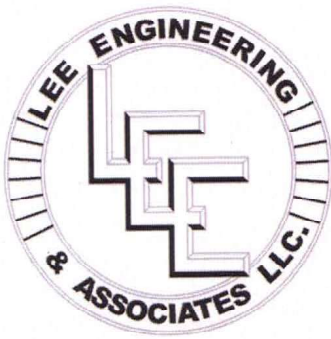
0 80 160 320 480 640 Feet
SCALE: 1:3,375



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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.

CIVIL ENGINEERING & DESIGN

1200 E. WOODHURST DR., SUITE D200, SPRINGFIELD, MO 65804
 TELEPHONE: (417) 886-9100 • FACSIMILE: (417) 886-9336 • dlee@leeengineering.biz

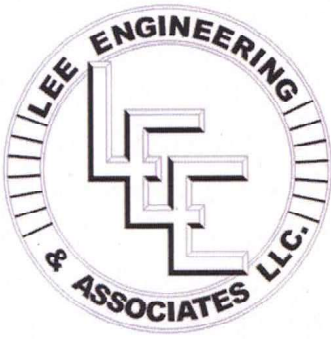
SIGN IN SHEET

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 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	" " " "	" " " "



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	
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 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 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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YOUR NAME:	John Barber		
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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.

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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 _____
50 Mayor

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: Jacson 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:

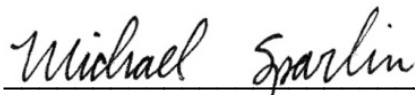
The Planning and Zoning Commission held a public hearing on June 3, 2021, and recommended to approve, by a vote of 8 to 0.

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:



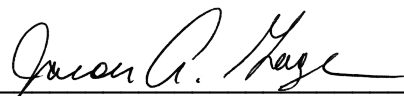
Michael Sparlin, Senior Planner

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.

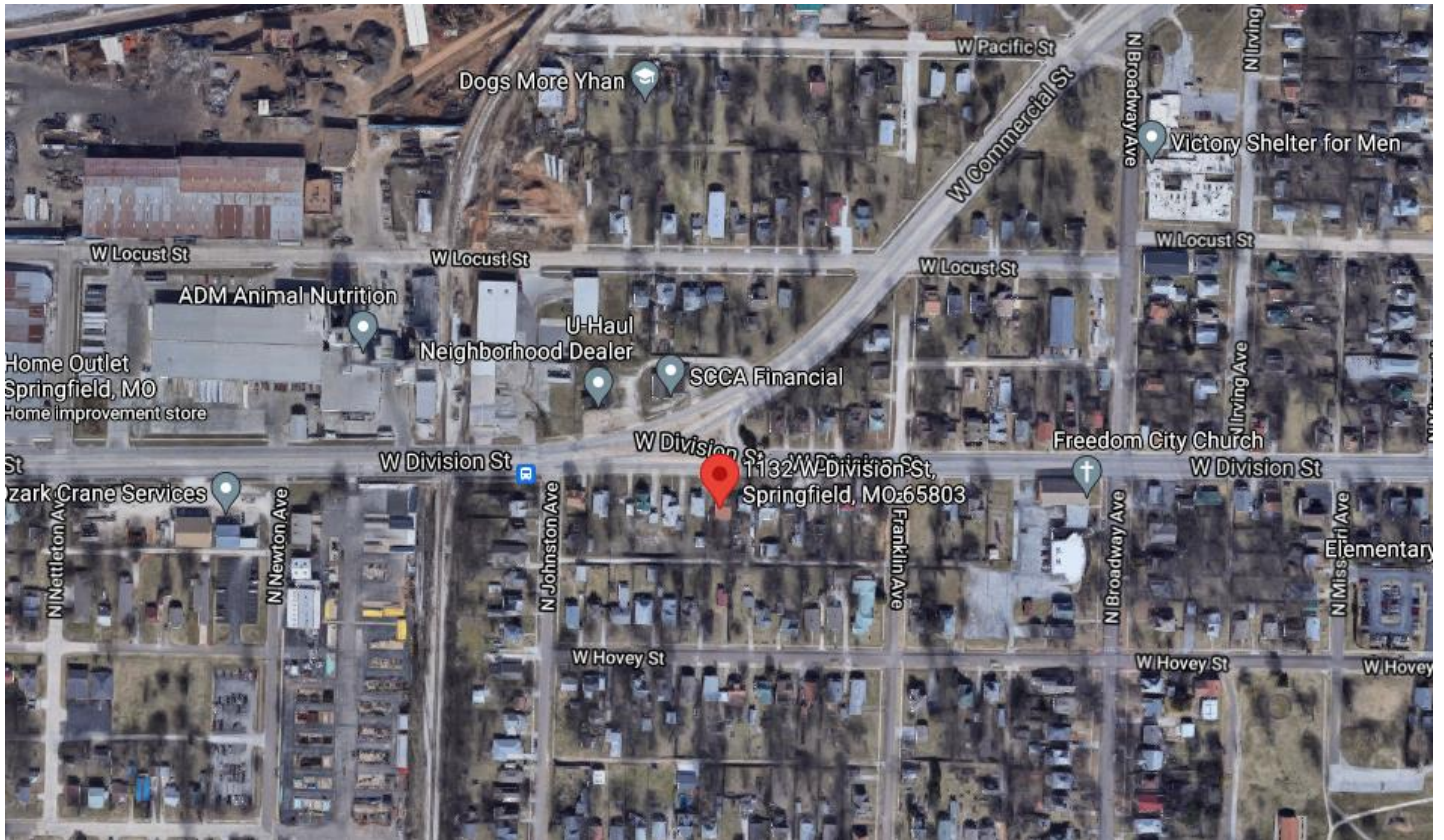
SURROUNDING ZONING AND LAND USES:

	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

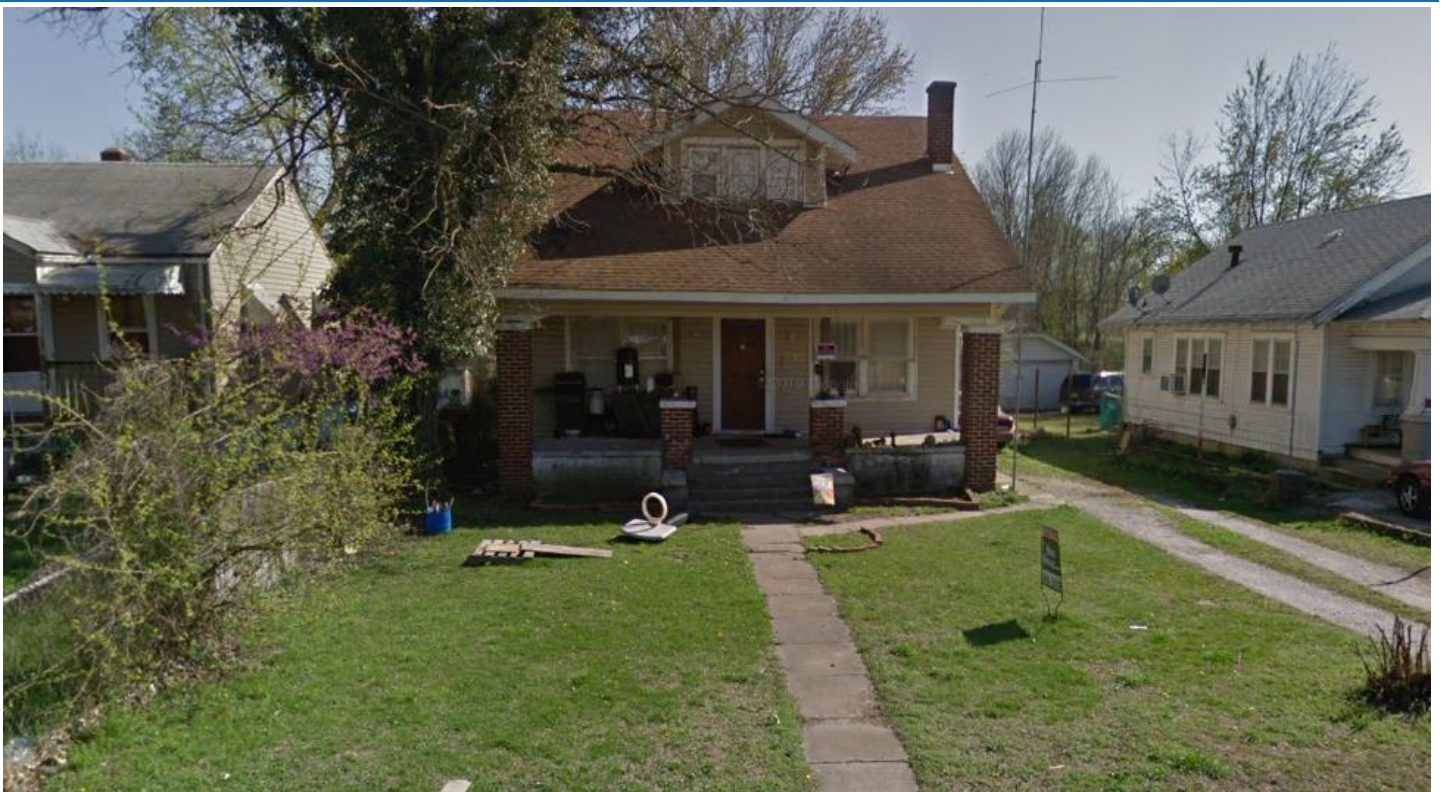
Development Review Staff Report



GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



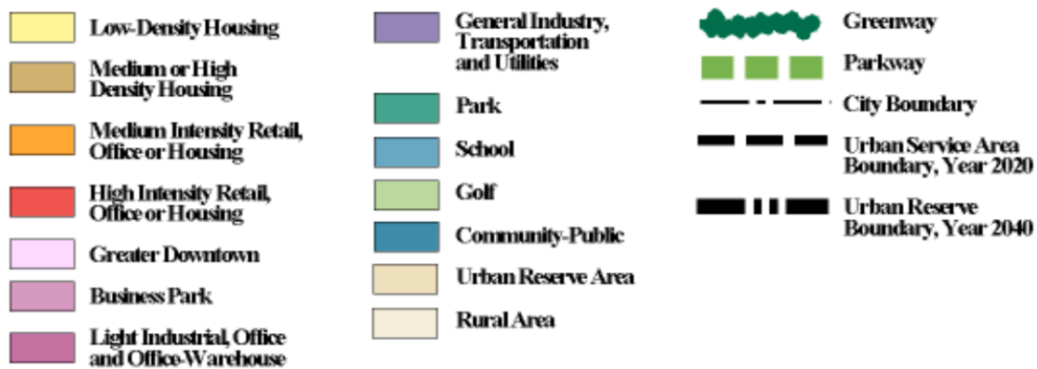
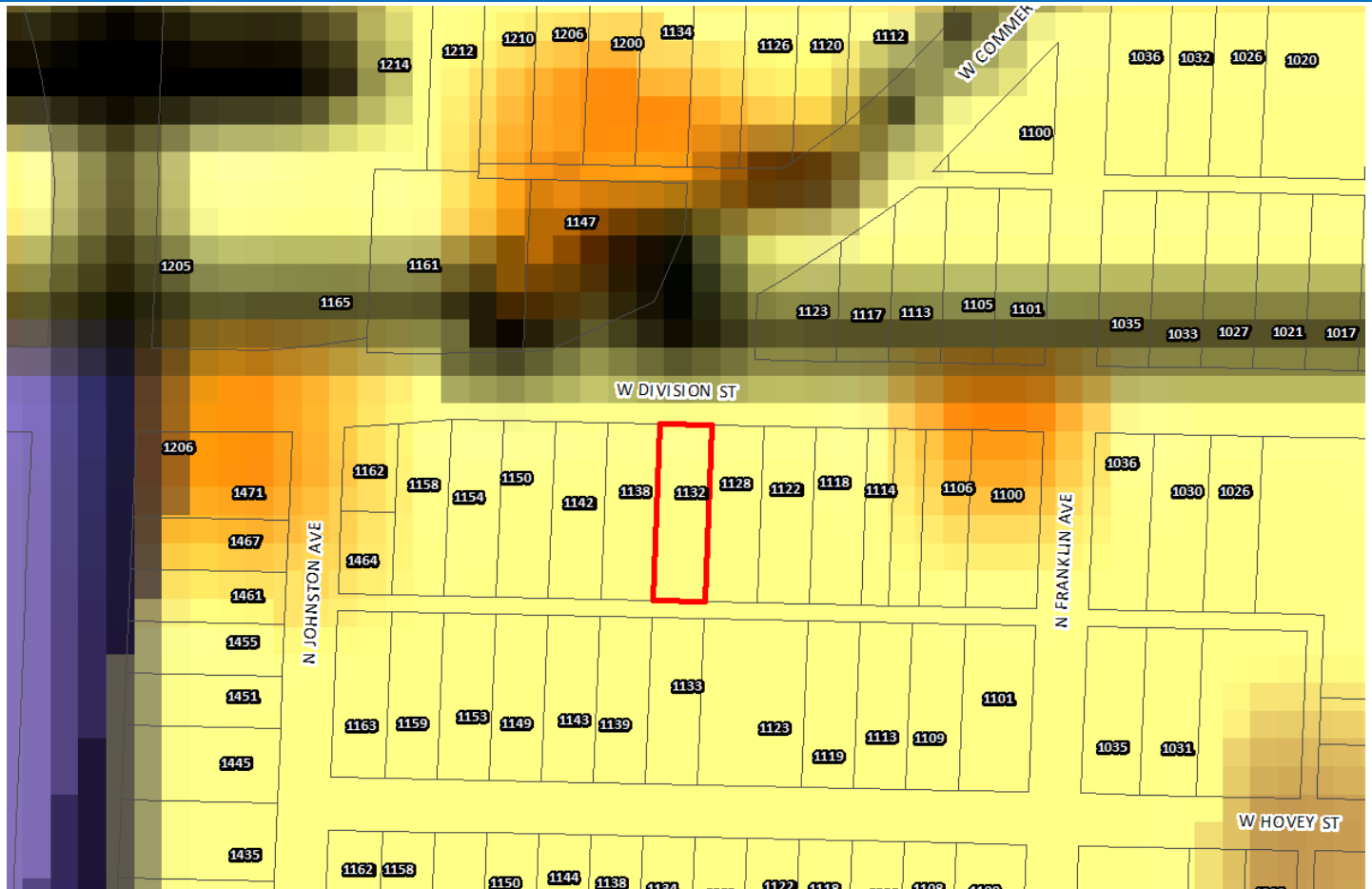
GOOGLE MAPS STREET VIEW:



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.

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 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

33 incorporated herein by this reference, and which is generally located at 2808 North
34 Kansas Expressway.
35

36 Section 2 – Building permits, certificates of occupancy, and any other required
37 permits or approvals may be issued by the duly authorized officials of the City provided
38 that such issuance is consistent with Section 36-363 of the Land Development Code,
39 any other applicable City regulation or ordinance, and the “Requirements for Conditional
40 Use Permit 452” described in “Exhibit A,” which is attached hereto and incorporated
41 herein by this reference. Additionally, the provisions contained in “Exhibit A” and “Exhibit
42 D – Attachment 2” shall govern and control the use and development of the land
43 described in “Exhibit B,” in a manner consistent with the attached site plan depicted on
44 “Exhibit D – Attachment 5.” “Exhibit D” is attached hereto and incorporated herein by
45 this reference in its entirety.
46

47 Section 3 – Any violation of the provisions of this Ordinance shall be grounds for
48 the revocation of the Conditional Use Permit granted by the adoption of this Ordinance.
49

50 Section 4 – This Ordinance shall be in full force and effect from and after
51 passage only so long as the Property and any improvements thereon conform to the
52 conditions and requirements described in Section 36-363 of the Land Development
53 Code, other applicable City regulations or Ordinances, and this Ordinance.
54

55 Passed at meeting: _____
56

57 _____
58 Mayor
59

60 Attest: _____, City Clerk
61

62 Filed as Ordinance: _____
63

64
65 Approved as to form: Jill Burris, Assistant City Attorney
66

67
68 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:

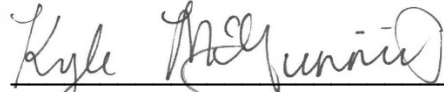
1. This application meets the approval standards for a Conditional Use Permit.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* designates this area as appropriate for Medium Intensity Retail, Office, or Housing. The GR, General Retail District is considered an appropriate Springfield 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

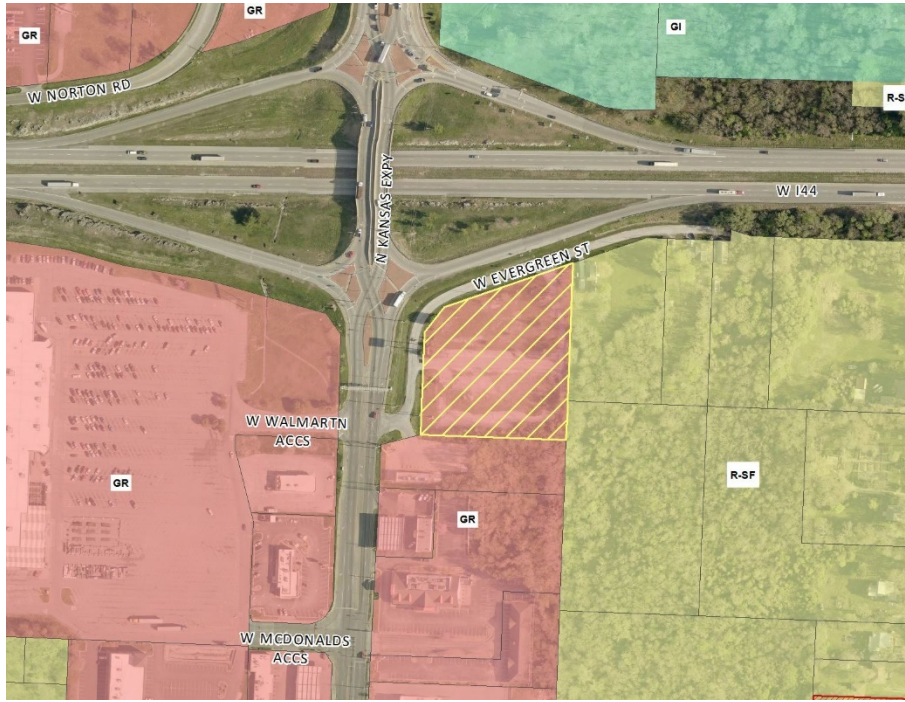


PLANNING AND ZONING COMMISSION PUBLIC HEARING:

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



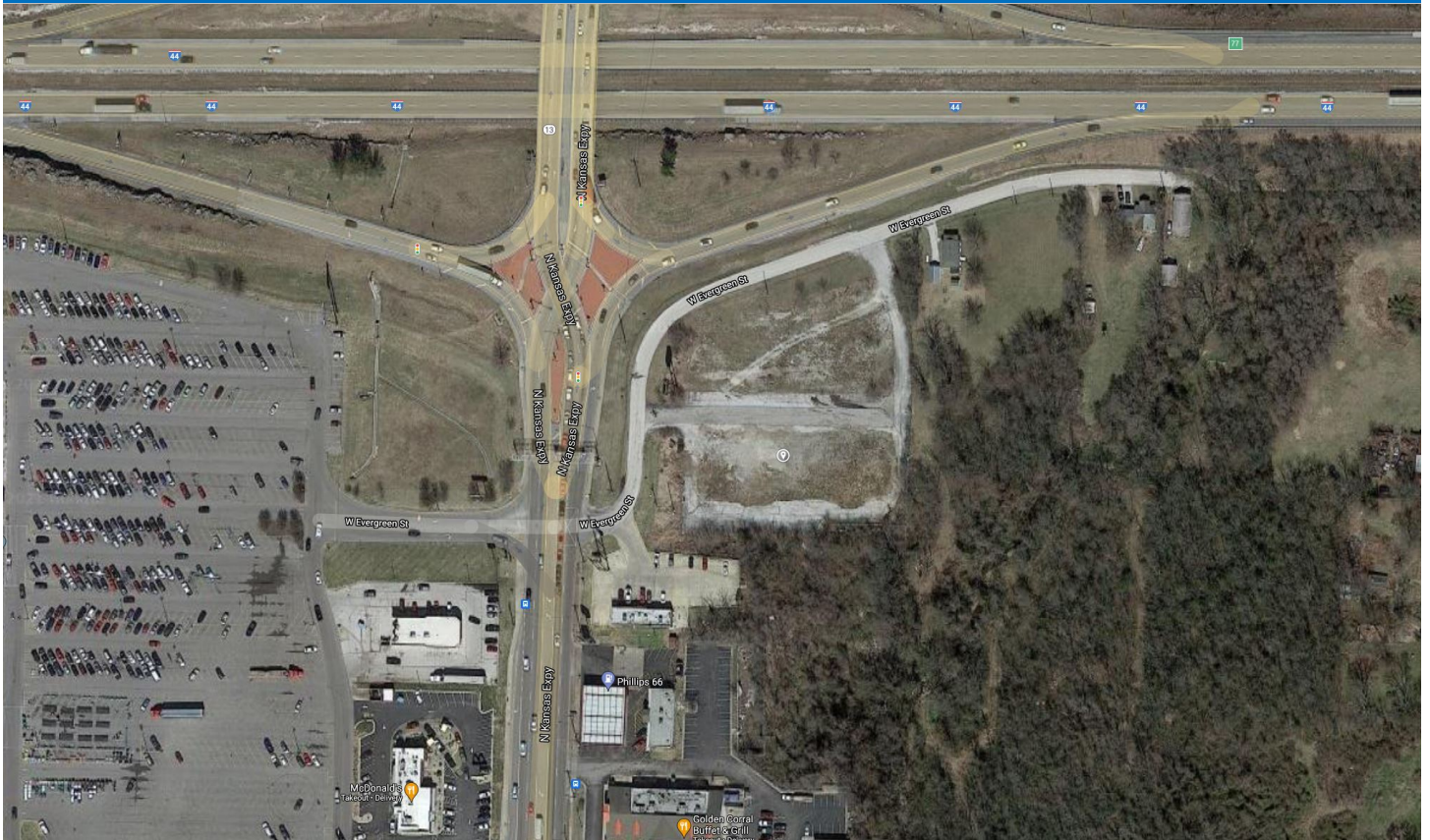
SURROUNDING ZONING AND LAND USES:

	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):

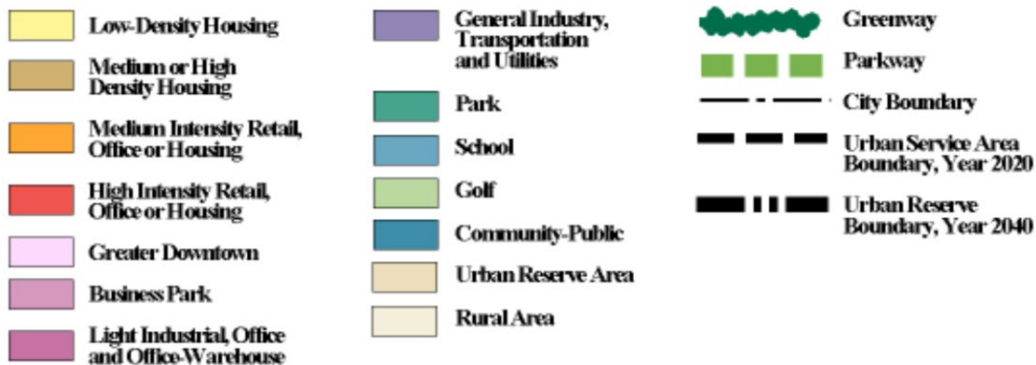
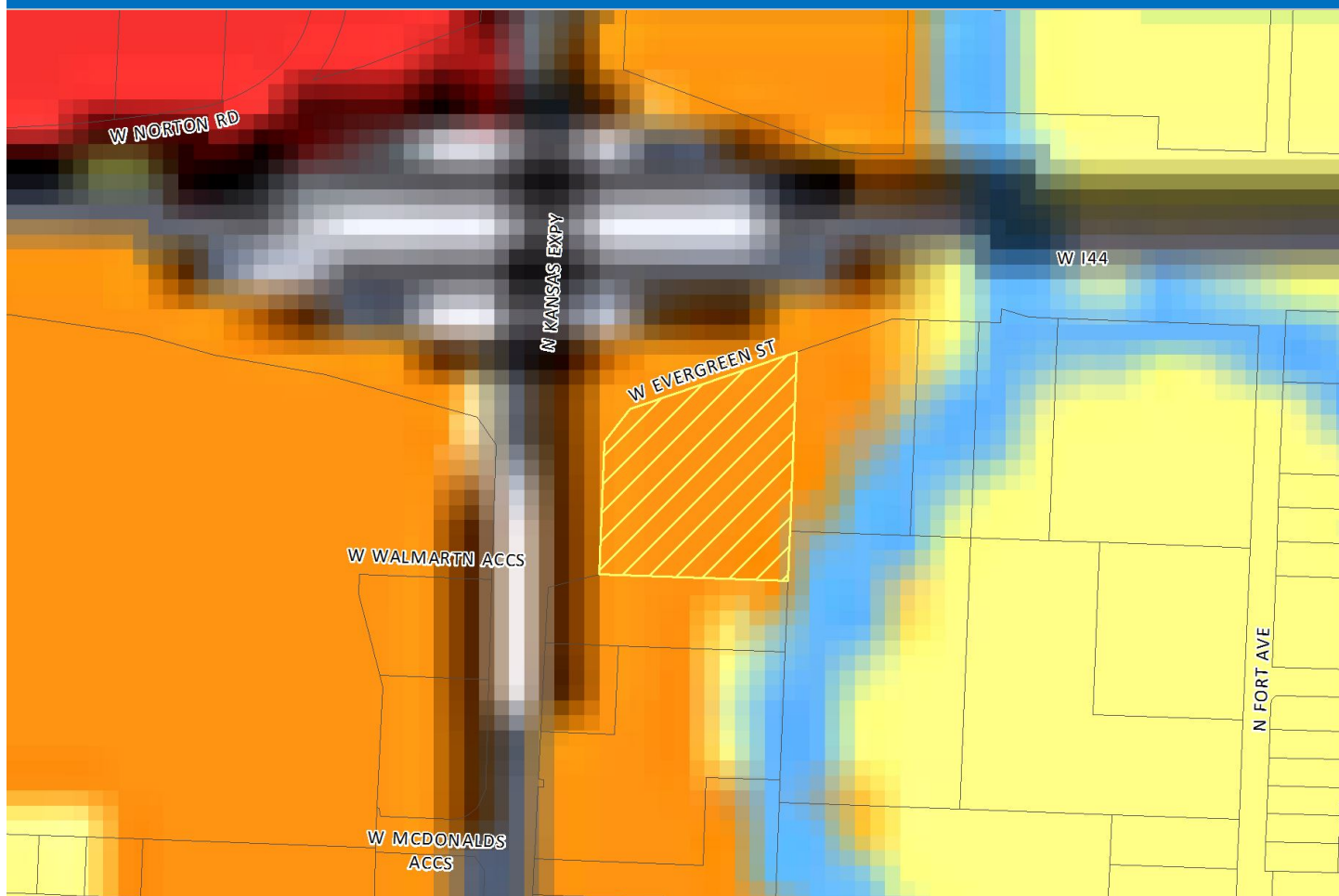


GOOGLE MAPS STREET VIEW:



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
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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

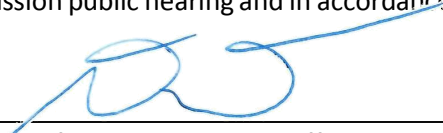
1. Conditional Use Permit for: CAR WASH
2. Meeting Date & Time: 5/11/2021 at 4-6:30 PM
3. Meeting Location: Courtyard Springfield Airport Meeting Room
4. Number of invitations that were sent: 33
5. How was the mailing list generated: BY STAFF
6. Number of neighbors in attendance (attach a sign-in sheet): 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."

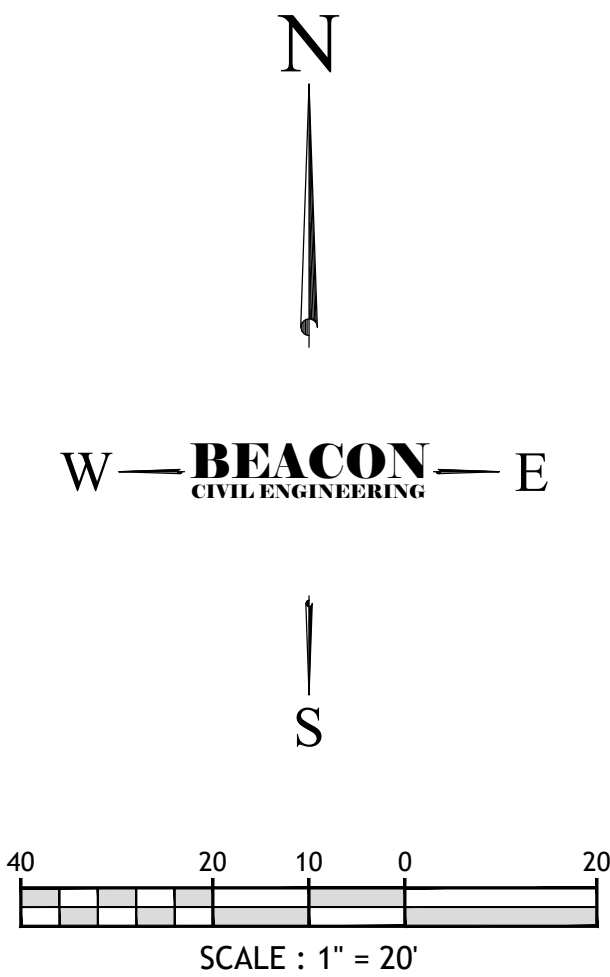


Signature of person completing affidavit

Matthew A. Gilbert

Printed name of person completing affidavit

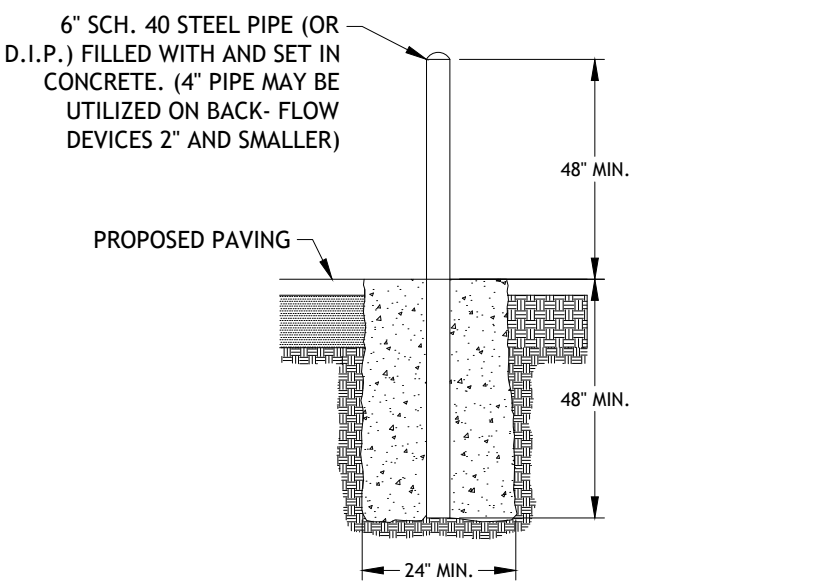
ATTACHMENT 5



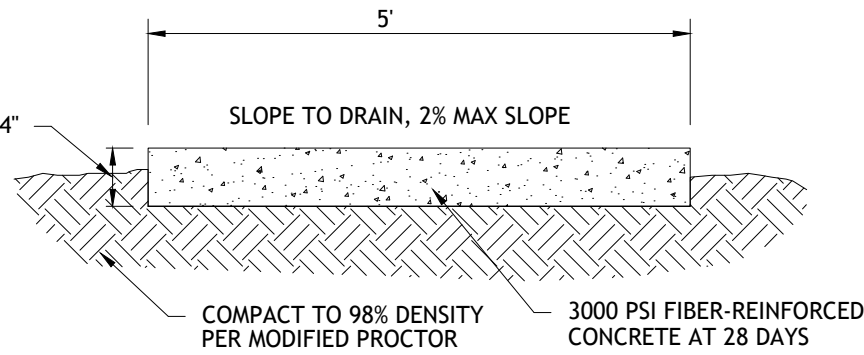
EVERGREEN STREET
(PUBLIC STREET)

PARCEL 1
AREA: 1.20 AC

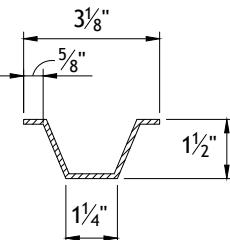
- LEGEND**
- PARCEL BOUNDARY LINE
 - BUILDING SETBACK LINE
 - PROPOSED BUILDING FOOTPRINT
 - PROPOSED CONCRETE
 - PROPOSED ASPHALT
 - PROPOSED PARKING COUNTER
- #
- NOTE: LIGHTER TONE INDICATES EXISTING CONDITION



INSTALLATION
BOLLARD GUARD POST
N.T.S.



SIDEWALK SECTION
N.T.S.



METAL POST DETAIL
WEIGHT OF POST SHALL BE 2 LBS./FT. MIN.

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

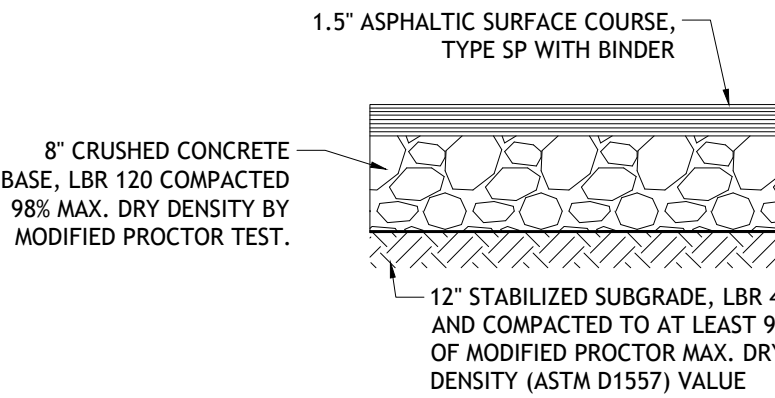
BIKE PARKING: 2 BIKE SPACES REQUIRED WHEN PROVIDING BETWEEN 1 AND 50 PARKING STALLS
PROPOSED BIKE PARKING: 2 SPACES

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.



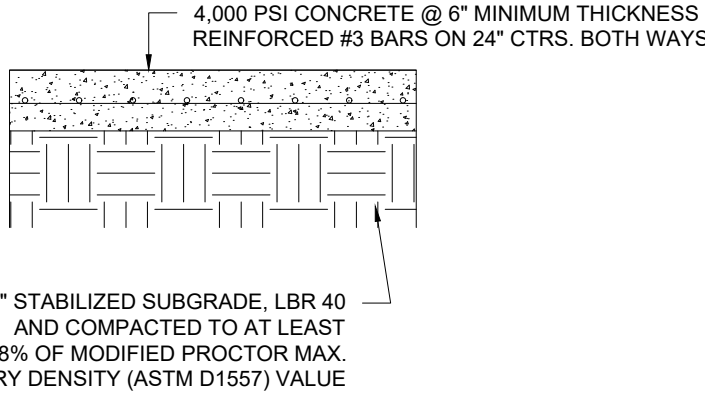
PROFILE VIEW

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.



CONCRETE PAVEMENT SECTION

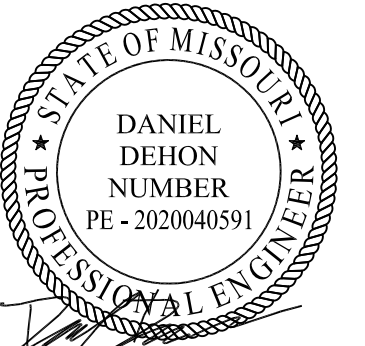
N.T.S.

NOTES

- SUBGRADE SOILS MUST BE DENSIFIED TO AT LEAST 98% MPMD 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% MPMD, (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'.

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

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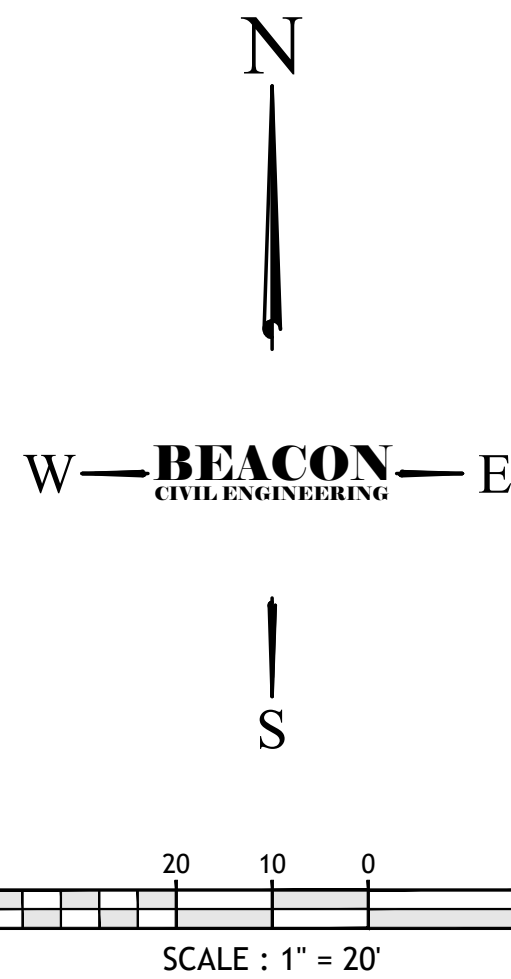
EXPRESSWAY

SHEET NAME:

SITE LAYOUT
PLAN

SHEET NUMBER:

C-3



(PUBLIC STREET)
EVERGREEN STREET

APPROX. CENTERLINE OF PAVEMENT

16" CMP

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 1741

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 = 1.59 = 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
NO.	BY	DATE	REVISION DESCRIPTION		

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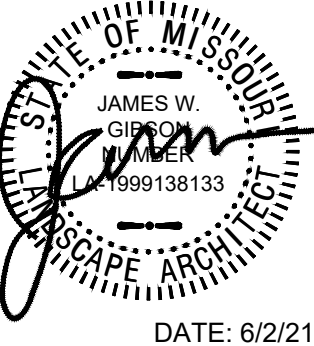
DANIEL DEHON, PE #2020040591

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DATE: 6/2/21

EVERGREEN DESIGN GROUP

(800) 680-6630
4625 Lindell Blvd, Ste 200
St Louis, MO 63101
www.EvergreenDesignGroup.com

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 TIE 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

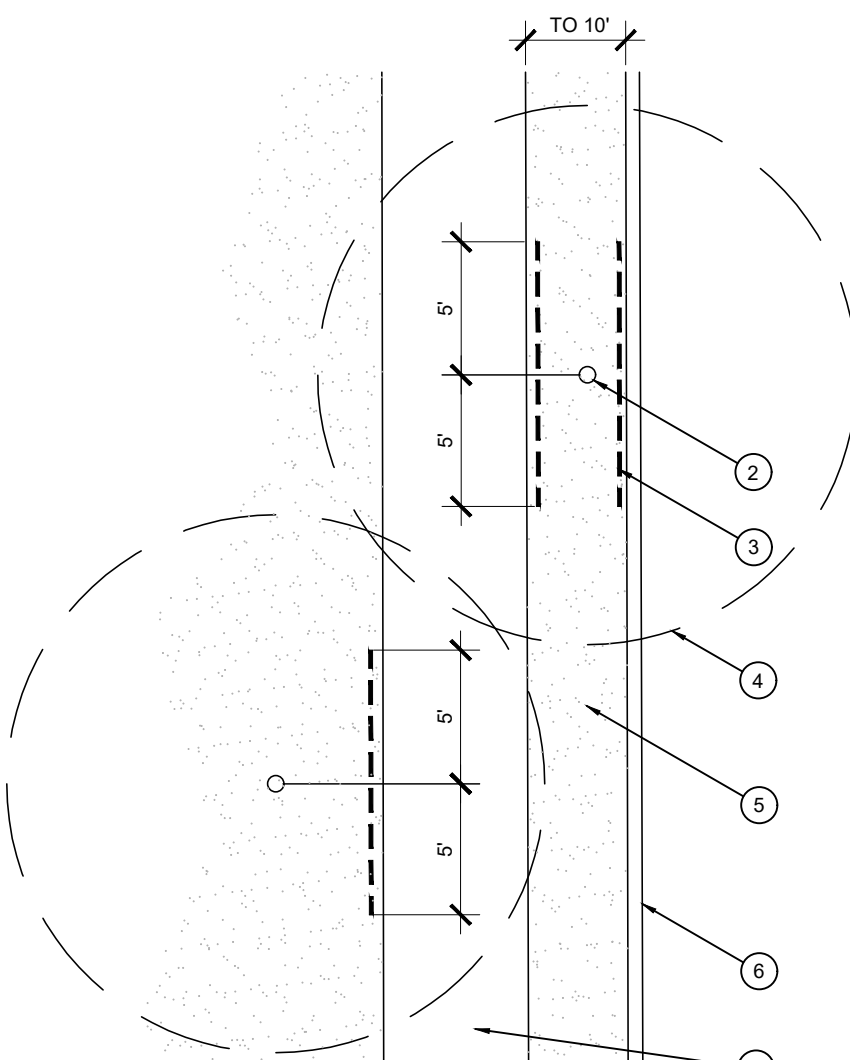
1. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT, IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.
2. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS 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. PLANTING
1. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.
 2. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.
 3. 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 TRENCING 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.
- C. 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.
 2. 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.
 3. 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.
 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 AN ANGLE OF 45 DEGREES TO THE TRUNK. STAKES SHALL BE REPLACED IF IT SHOULD 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 RESEEDDED (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, SEEDDED/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 DRAWINGS
1. THE LANDSCAPE CONTRACTOR SHALL 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.

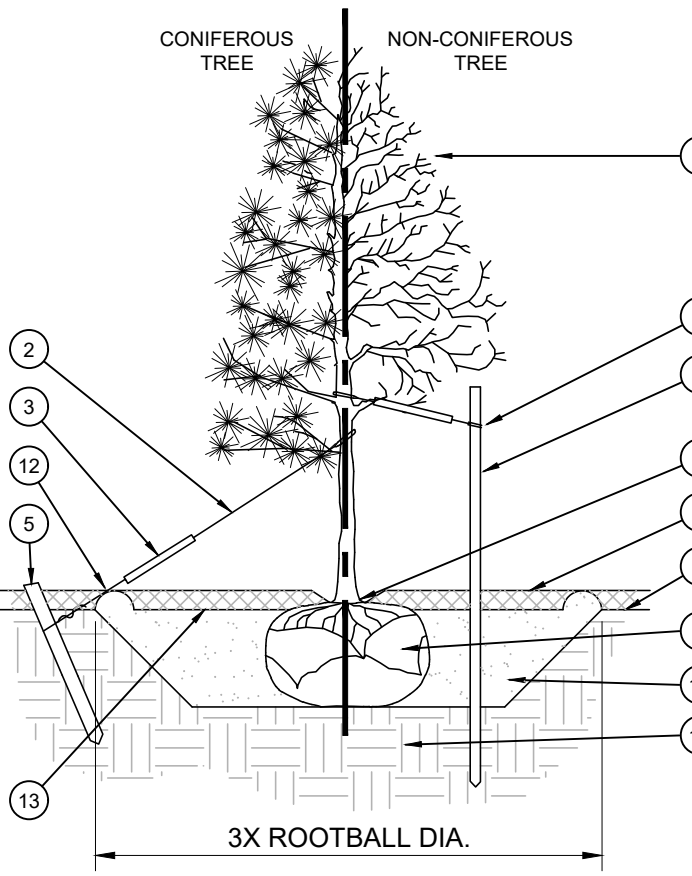
OPEN LANDSCAPE

PARKWAY

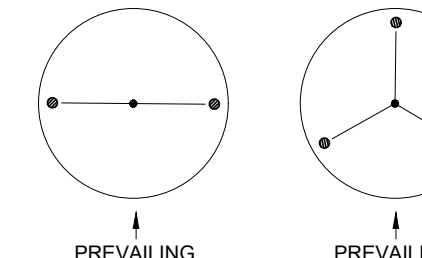


ROOT BARRIER - PLAN VIEW

SCALE: NOT TO SCALE

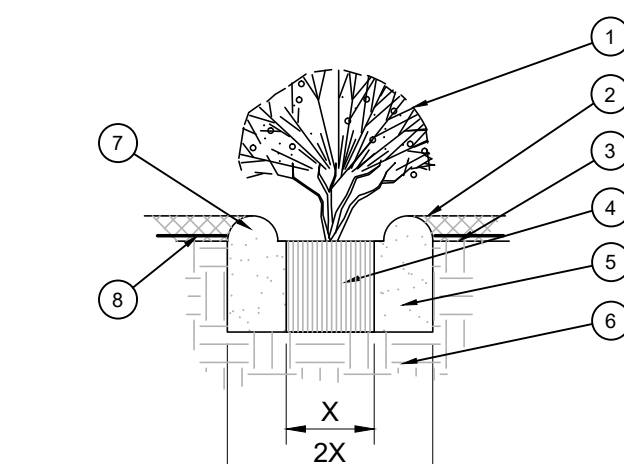


STAKING EXAMPLES (PLAN VIEW)



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/2.5" 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.

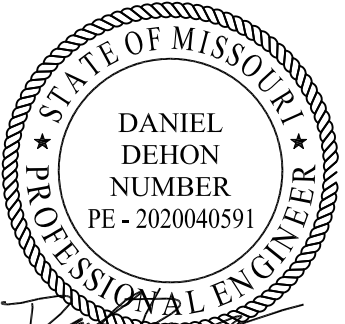
NOTES

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/2.5" 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

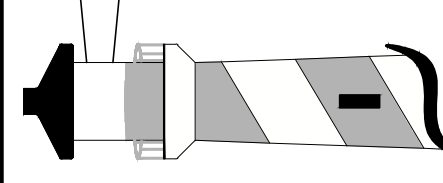
DESIGNED BY: JWG ISSUE DATE: 04-02-21
CHECKED BY: JWG DRAWN BY: JWG JOB NO.: 20-319
APPROVED BY: JWG
NO. BY DATE REVISION DESCRIPTION



DANIEL DEHON, PE #2020040591



LAND DEVELOPMENT ENGINEERS
8345 GUNN HIGHWAY
TAMPA, FL 33626

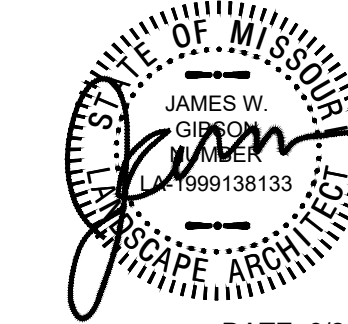


INTL
CAR
WASH
GROUP

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

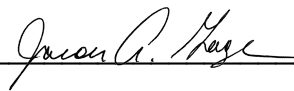
30 Passed at meeting: _____
31
32
33

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.

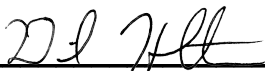
BACKGROUND INFORMATION: Article II, Section 2.14 of the City Charter requires that an independent audit shall be made annually of all accounts of the City by a certified public accountant experienced in municipal accounting selected by the City Council.

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".

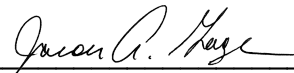
REMARKS: The Audit Selection Committee recommends that City Council approve the selection of and authorize entering into an agreement with RSM US LLP for fiscal years 2021 through 2025.

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.

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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
or Acting Purchasing Agent Date

CITY OF SPRINGFIELD, MISSOURI Administration

By: _____
Jason Gage, City Manager
or Designee Date

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

- Q1. What are the attributes that are most important to the City of Springfield with respect to the audit engagement?
- 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.
- Q2. What is the City's expectation for audit fieldwork given the pandemic and related changes in work arrangements? Does the City desire all in-person fieldwork, all virtual or a mix of the two?
- A2. The fiscal year 2020 audit was conducted entirely remote including the audit delivery. If circumstances permit, we would prefer a mix of in-person and virtual fieldwork. We did not have issues with the remote fieldwork for the prior audit; however, there are some records and areas that are more efficiently audited in person rather than remotely. The remote process was easier last year because it was our fifth year with the current auditors. Had it been the first year of an audit engagement, it may have been more difficult from both sides.
- Q3. In a typical year, how many auditors are on-site during audit fieldwork, and how many weeks are the auditors in the field for the audit?
- A3. For the main audit (comprehensive annual financial report and the single audit), 3-4 auditors are on-site during fieldwork for 4-5 weeks. We occasionally pick up another auditor or two to help wrap up the single audit depending on the number of major programs included for the year.

- Q4. Has there been any turnover in the City's key financial reporting personnel over the past three years?
A4. The financial analyst responsible for fixed asset work transferred to another department in the City and a new accounting technician responsible for bank reconciliations was recently hired. In addition, the financial analyst responsible for the single audit and investments has been with the City for two years. There have been no other changes in the City's key financial reporting personnel. The Finance Director and Assistant Finance Director have not changed.
- Q5. What impact will the GASB leasing standard have on the City and where is the City in the process of evaluation and implementation of the accounting standard?
A5. The GASB leasing standard will have the most impact on the airport – which is a major enterprise fund. The City is still in the process of evaluating other leases that may be impacted.
- Q6. Were there any audit adjustments (either posted adjustments or passed adjustments) identified in the audit of the financial statements for the year ended June 30, 2020?
A6. Two audit adjustments were recorded by the City for fiscal year 2020. In the Law Enforcement nonmajor special revenue fund, a decrease to receivable and revenue for \$259,755 was recorded, for a receivable that was related to fiscal year 2021. In the Sanitary Sewerage System fund, an increase to depreciation expense and accumulated depreciation for \$800,522 was recorded to reflect the depreciation on \$64,044,199 of assets that were classified as construction in progress at year-end but had actually been placed into service. Uncorrected misstatements were identified based on accrued accounts payable and revenue; however, the amounts were immaterial and the same procedures were followed as had been followed in previous years.
- Q7. Who currently performs the internal audit services for the City?
A7. BKD CPAs & Advisors.
- Q8. Have the current auditors relied upon any information from the internal auditors in prior years? If so, please detail information prepared by the internal auditor.
A8. In prior years, the external auditors have reviewed the internal audit reports issued during the year. No audit schedules or workpapers have been prepared by the internal auditors.
- Q9. Who performs the actuarial valuation for the Police Officers' and Fire Fighters' Retirement System?
A9. Milliman, Inc.
- Q10. What documentation does the City maintain over its internal control structure and key transaction cycles?
A10. The City has basic documentation outlining its internal control structure and key transaction cycles.
- Q11. Has the City begun any analysis on the impact of GASB Statement No. 87, *Leases*? What assistance, if any, does the City anticipate needing as it relates to this pronouncement?
A11. See answer provided in A5. The City anticipates assistance to help ensure our interpretation and implementation of the pronouncement is correct.
- Q12. Approximately how many bank and investment accounts are maintained by the City?
A12. The City has 14 regular and sweep bank accounts and approximately 23 investment or debt service accounts.
- Q13. Has the City issued any new debt during fiscal year 2021?
A13. In November 2020, the City issued \$12.89 million of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) to provide funds to pay costs related to improvements to the City's airport facilities. The bond issue will fund the design and construction and provide reserve funds for the airport hangar project. The bonds have an interest rate of 3% and a maturity date of September 1, 2040. In March 2021, the City authorized the issuance of up to \$15,010,000 Special Obligation Bonds (State of Missouri-Direct Loan Program) Series 2021 for the Sanitary Sewerage System.
- Q14. How much, if any, of the audit fieldwork was performed remotely in fiscal year 2020? If there was remote work performed, what challenges or benefits were seen from the City's perspective?
A14. See answer provided in A2.
- Q15. Did the prior auditor propose any journal entries during the course of their audit? If so, may we receive a copy?
A15. See answer provided in A6.

- Q16. Are the City's cash receipts and purchasing functions centralized or decentralized? If decentralized, what locations perform these functions?
 A16. The City's cash receipt funds are not centralized. Numerous locations accept receipts. Most receipts are deposited with the City's cashier who transmits the monies to the bank; however, some locations deposit monies directly with the bank. The purchasing function is centralized.
- Q17. Has the current auditor utilized a DBE/MBE/WBE to perform any procedures?
 A17. The current auditor has not used a subcontractor.
- Q18. When is the City's first draft of the SEFA typically available, and when is the final SEFA generally ready?
 A18. The City has a rough, preliminary draft of the SEFA available in July. The final draft is not generally available until October as departments need time to prepare accruals and tie out year-end information.
- Q19. How early could single audit work begin after the City's year end?
 A19. Single audit work typically begins in October. Depending on the program timing and the expenditures for the year, some work such as program questionnaires can start sooner; however, the final SEFA numbers are available in October.
- Q20. Has there been anything unusual in the City's operations that has caused auditor rotation over the last few bid cycles?
 A20. The City's normal bid practice has been followed. We contract for audit services every 5 years – a one year contract with the option of four renewals. We evaluate the bids received and make a decision accordingly in the best interest of the City.
- Q21. Given the current environment with COVID-19, did the City adjust to a remote audit environment? Moving forward, is the City open to some of the audit work being completed remotely when reasonable?
 A21. See answer provided in A2.
- Q22. For Form 1: Provider Profile, Form 3: References and Experience and Form 5: Project Approach Narrative, will an exception be made to answer form questions on separate pages beneath the form should additional space be necessary to provide adequate information?
 A22. Form 1, 3 and 5 may be reproduced and attached in sequence if more space is required.
- Q23. Given Form 1: Provider Profile is two pages before provided answers, will an exception be made for bidders to alter requested page numbering in Enclosure III Table of Contents for Submittal for clarity of the document (Pages 3-4)?
 A23. Yes, respondents are requested to use Enclosure III, Table of Contents for Submittal with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal.
- Q24. The Future Changes in Accounting Principles note in the 2020 Annual Report states that the City does not expect the impact of GASB 84 to be material. Has the City identified any planned changes to the 2021 fund financial statements, specifically the reporting of the pension trust fund and agency funds?
 A24. At this point, we have not identified any planned changes; however, we will be reviewing the GASB statement again along with subsequent guidance at year-end to make final determinations on the impact and any changes needed.

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

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

- Q1. What are the attributes that are most important to the City of Springfield with respect to the audit engagement?
- 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.
- Q2. What is the City's expectation for audit fieldwork given the pandemic and related changes in work arrangements? Does the City desire all in-person fieldwork, all virtual or a mix of the two?
- A2. The fiscal year 2020 audit was conducted entirely remote including the audit delivery. If circumstances permit, we would prefer a mix of in-person and virtual fieldwork. We did not have issues with the remote fieldwork for the prior audit; however, there are some records and areas that are more efficiently audited in person rather than remotely. The remote process was easier last year because it was our fifth year with the current auditors. Had it been the first year of an audit engagement, it may have been more difficult from both sides.
- Q3. In a typical year, how many auditors are on-site during audit fieldwork, and how many weeks are the auditors in the field for the audit?
- A3. For the main audit (comprehensive annual financial report and the single audit), 3-4 auditors are on-site during fieldwork for 4-5 weeks. We occasionally pick up another auditor or two to help wrap up the single audit depending on the number of major programs included for the year.

- Q4. Has there been any turnover in the City's key financial reporting personnel over the past three years?
 A4. The financial analyst responsible for fixed asset work transferred to another department in the City and a new accounting technician responsible for bank reconciliations was recently hired. In addition, the financial analyst responsible for the single audit and investments has been with the City for two years. There have been no other changes in the City's key financial reporting personnel. The Finance Director and Assistant Finance Director have not changed.
- Q5. What impact will the GASB leasing standard have on the City and where is the City in the process of evaluation and implementation of the accounting standard?
 A5. The GASB leasing standard will have the most impact on the airport – which is a major enterprise fund. The City is still in the process of evaluating other leases that may be impacted.
- Q6. Were there any audit adjustments (either posted adjustments or passed adjustments) identified in the audit of the financial statements for the year ended June 30, 2020?
 A6. Two audit adjustments were recorded by the City for fiscal year 2020. In the Law Enforcement nonmajor special revenue fund, a decrease to receivable and revenue for \$259,755 was recorded, for a receivable that was related to fiscal year 2021. In the Sanitary Sewerage System fund, an increase to depreciation expense and accumulated depreciation for \$800,522 was recorded to reflect the depreciation on \$64,044,199 of assets that were classified as construction in progress at year-end but had actually been placed into service. Uncorrected misstatements were identified based on accrued accounts payable and revenue; however, the amounts were immaterial and the same procedures were followed as had been followed in previous years.
- Q7. Who currently performs the internal audit services for the City?
 A7. BKD CPAs & Advisors.
- Q8. Have the current auditors relied upon any information from the internal auditors in prior years? If so, please detail information prepared by the internal auditor.
 A8. In prior years, the external auditors have reviewed the internal audit reports issued during the year. No audit schedules or workpapers have been prepared by the internal auditors.
- Q9. Who performs the actuarial valuation for the Police Officers' and Fire Fighters' Retirement System?
 A9. Milliman, Inc.
- Q10. What documentation does the City maintain over its internal control structure and key transaction cycles?
 A10. The City has basic documentation outlining its internal control structure and key transaction cycles.
- Q11. Has the City begun any analysis on the impact of GASB Statement No. 87, *Leases*? What assistance, if any, does the City anticipate needing as it relates to this pronouncement?
 A11. See answer provided in A5. The City anticipates assistance to help ensure our interpretation and implementation of the pronouncement is correct.
- Q12. Approximately how many bank and investment accounts are maintained by the City?
 A12. The City has 14 regular and sweep bank accounts and approximately 23 investment or debt service accounts.
- Q13. Has the City issued any new debt during fiscal year 2021?
 A13. In November 2020, the City issued \$12.89 million of Special Obligation Improvement Bonds (Airport Hangar Facility), Series 2020A (AMT) to provide funds to pay costs related to improvements to the City's airport facilities. The bond issue will fund the design and construction and provide reserve funds for the airport hangar project. The bonds have an interest rate of 3% and a maturity date of September 1, 2040. In March 2021, the City authorized the issuance of up to \$15,010,000 Special Obligation Bonds (State of Missouri-Direct Loan Program) Series 2021 for the Sanitary Sewerage System.
- Q14. How much, if any, of the audit fieldwork was performed remotely in fiscal year 2020? If there was remote work performed, what challenges or benefits were seen from the City's perspective?
 A14. See answer provided in A2.
- Q15. Did the prior auditor propose any journal entries during the course of their audit? If so, may we receive a copy?
 A15. See answer provided in A6.

- Q16. Are the City's cash receipts and purchasing functions centralized or decentralized? If decentralized, what locations perform these functions?
 A16. The City's cash receipt funds are not centralized. Numerous locations accept receipts. Most receipts are deposited with the City's cashier who transmits the monies to the bank; however, some locations deposit monies directly with the bank. The purchasing function is centralized.
- Q17. Has the current auditor utilized a DBE/MBE/WBE to perform any procedures?
 A17. The current auditor has not used a subcontractor.
- Q18. When is the City's first draft of the SEFA typically available, and when is the final SEFA generally ready?
 A18. The City has a rough, preliminary draft of the SEFA available in July. The final draft is not generally available until October as departments need time to prepare accruals and tie out year-end information.
- Q19. How early could single audit work begin after the City's year end?
 A19. Single audit work typically begins in October. Depending on the program timing and the expenditures for the year, some work such as program questionnaires can start sooner; however, the final SEFA numbers are available in October.
- Q20. Has there been anything unusual in the City's operations that has caused auditor rotation over the last few bid cycles?
 A20. The City's normal bid practice has been followed. We contract for audit services every 5 years – a one year contract with the option of four renewals. We evaluate the bids received and make a decision accordingly in the best interest of the City.
- Q21. Given the current environment with COVID-19, did the City adjust to a remote audit environment? Moving forward, is the City open to some of the audit work being completed remotely when reasonable?
 A21. See answer provided in A2.
- Q22. For Form 1: Provider Profile, Form 3: References and Experience and Form 5: Project Approach Narrative, will an exception be made to answer form questions on separate pages beneath the form should additional space be necessary to provide adequate information?
 A22. Form 1, 3 and 5 may be reproduced and attached in sequence if more space is required.
- Q23. Given Form 1: Provider Profile is two pages before provided answers, will an exception be made for bidders to alter requested page numbering in Enclosure III Table of Contents for Submittal for clarity of the document (Pages 3-4)?
 A23. Yes, respondents are requested to use Enclosure III, Table of Contents for Submittal with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal.
- Q24. The Future Changes in Accounting Principles note in the 2020 Annual Report states that the City does not expect the impact of GASB 84 to be material. Has the City identified any planned changes to the 2021 fund financial statements, specifically the reporting of the pension trust fund and agency funds?
 A24. At this point, we have not identified any planned changes; however, we will be reviewing the GASB statement again along with subsequent guidance at year-end to make final determinations on the impact and any changes needed.

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: 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

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: See page 16 for a summary of key personnel and Appendix A for their complete resumes.

- 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: [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.☒ 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): NoMinority 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.

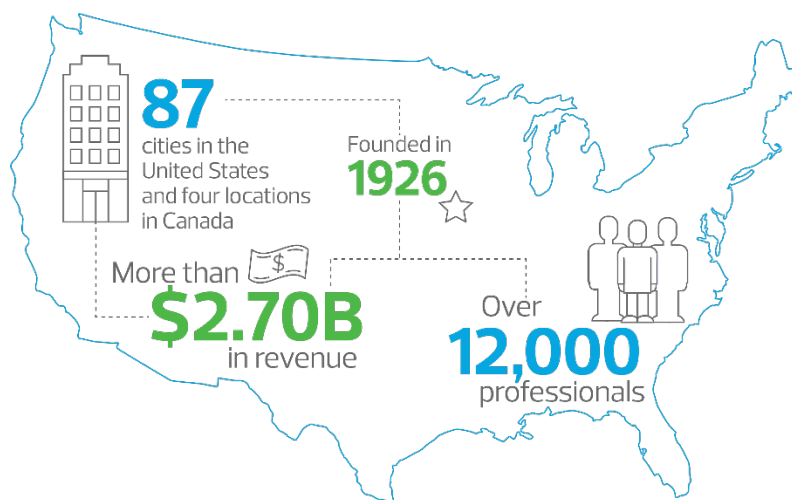
LICENSE TO PRACTICE IN MISSOURI

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



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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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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).

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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.

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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 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: Duke M. Donald, Assistant City Attorney

Approved for Council action: Jason A. Hays, 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.

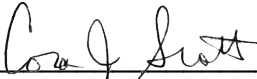
BACKGROUND INFORMATION: House Bill No.7, passed by the General Assembly, contains a provision at line 37, page 10, for \$100,000 to be paid out of the Division of Tourism Supplemental Revenue Fund (0274) for Springfield's Route 66 Festival. These one-time funds are intended to enhance the 2021 festival 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.

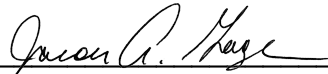
This measure requests approval of a contract with Emerald City Band. The contract provides for Emerald City Band to be paid a maximum amount of \$25,500 and to be provided amenities by the City with a maximum value of \$22,767.

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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47
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. Hage, 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.

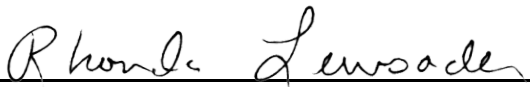
Additionally, the Springfield Police Department implemented usage of body cameras, which has created discovery requests for the footage. The prosecutor's office must review this footage and provide it in response to the discovery requests.

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. Hmgs. _____
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.

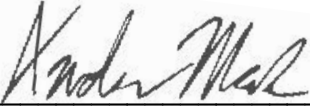
CONDITIONS:

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.

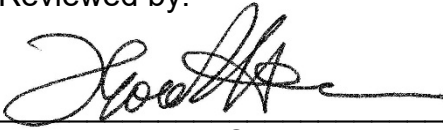
If these conditions are not completed within one (1) year from City Council's approval, then that approval is null, and void and the sanitary sewer easement requested to be relinquished will remain.

Submitted by:



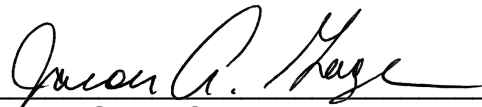
Andrew Menke, Assistant Planner

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:

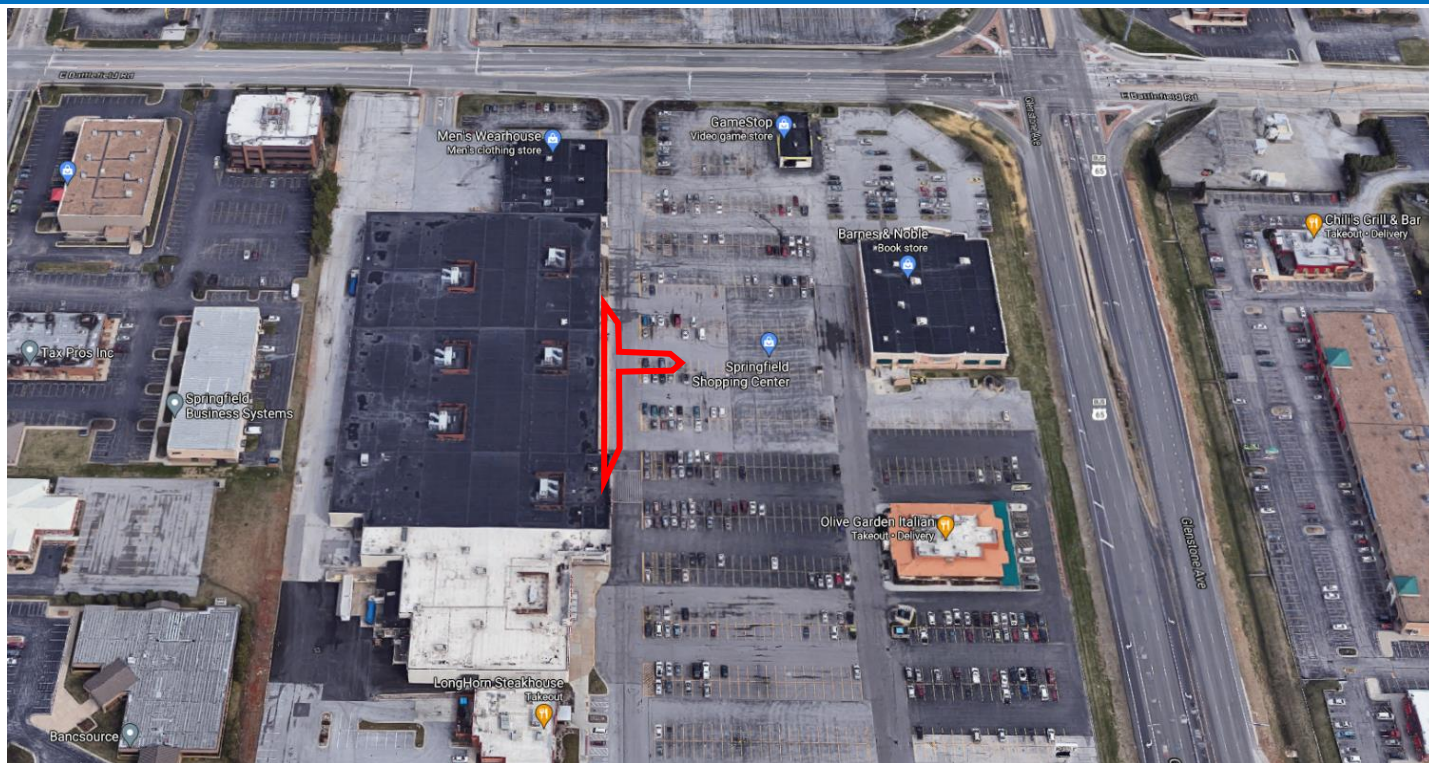
The applicant, Warren Davis Properties XXII, LLC, is requesting to relinquish a sanitary sewer easement to facilitate the development of their property. A replacement easement has been dedicated. The relinquishment of the easement is contingent upon the construction of public improvements.

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. X
P. Hmgs.
Pgs. 6
Filed: 07-06-21

Sponsored by Hosmer

First Reading:

Second Reading:

COUNCIL BILL 2021-173

SPECIAL ORDINANCE

AN ORDINANCE

1 TO CAUSE TO BE ISSUED a corrected special tax against the lots, blocks, and
2 parcels of ground hereinafter described to pay for the cost
3 of the construction of sanitary sewers in the City of
4 Springfield, Missouri, in Sanitary Sewer District No. 17 of
5 Section No. 26, in the general vicinity of Kearney Street
6 and Lurvey Road; authorizing the City Clerk to issue new
7 special tax bills to replace special tax bills previously
8 issued in "Special Ordinance 27031" which have
9 subsequently been found to contain a calculation error;
10 and authorizing the City Clerk to deliver the same to the
11 Director of Finance to be registered in his office in
12 accordance with this Ordinance; and, declaring that this
13 bill qualifies for approval in one reading.
14
15

16 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
17 MISSOURI, as follows, that:
18

19 Section 1 – Upon surrender and cancellation of special tax bills erroneously
20 issued due to a calculation error in "Special Ordinance 27031," the City Clerk is hereby
21 directed to issue new special tax bills in the principal sum for which the old tax bills
22 should have been issued and to deliver the new special tax bills to the Director of
23 Finance to be registered in his office in accordance with this Ordinance.
24

25 Section 2 – Such new tax bills shall bear interest as of their own date. The
26 interest rate shall be the same percentage rate of annual interest that is payable by the
27 United States of America on 10-year treasury notes at the most recent auction before
28 the date of the issuance of the new special tax bills, as is set forth in Section 88.812 of
29 the Revised Statues of Missouri.
30

31 Section 3 – The schedule for payment of each new special tax bill by annual
32 installments shall follow the same schedule as initially established under "Special

Ordinance 27031." The lien of each new special tax bill shall be released when the tax bill has been paid in full.

Tax Bill No: 53390B
Owner(s): MFA Oil Company

ALL Beginning at the Northeast corner of the West half of the Northwest Quarter of Section 9, Township 29, Range 21, thence West 188-4/7 yards, thence South 256-465/494 yards, thence East 188-4/7 yards, thence North 256-465/494 yards, to the beginning Except the East 27 feet; and beginning 592.8 feet West of the Northeast corner of the West half of the Northwest Quarter of Section 9, Township 29, Range 21, thence East 27.1 feet, thence South 770.8 feet, thence West 32 feet, thence North 770.8 feet to the beginning. Except beginning 27 feet West and 40 feet South of the Northeast corner of the West half of the Northwest Quarter of Section 9, Township 29, Range 21, thence South 400 ft. thence West 100 ft., thence North 400 ft., thence East 100 ft., to the place of beginning, in Greene County, Missouri, containing 8.62 acres more or less. (375,277.10 sq. ft.)

Square Foot Assessment (District 17 of Section 26)	\$	241,612.21
Trunk Sewer Fee (Per Ordinance 23732)	\$	8,518.79
Connection Fee	\$	600.00
Total Assessment	\$	250,731.00

Tax Bill No: 53391B
Owner(s): H. Allen Poindexter, Trustee, or Successor Trustee, of the H. Allen Poindexter Revocable Trust

A TRACT OF LAND 400 FEET NORTH AND SOUTH AND 100 FEET EAST AND WEST, LYING IN THE NORTHEAST CORNER OF THE FOLLOWING DESCRIBED TRACT OF LAND AND ADJOINING HIGHWAY 66 ON THE SOUTH; BEGINNING 27 FEET WEST OF THE NORTHEAST CORNER OF THE WEST ONE-HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION NINE (9), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); RUNNING THENCE WEST 188 AND 4/7 YARDS; THENCE SOUTH 256 AND 465/494 YARDS TO THE POINT OF BEGINNING, ALL BEING IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART THEREOF TAKEN, DEEDED OR USED FOR ROAD OR HIGHWAY PURPOSES. (35,501.40 sq. ft.)

Square Foot Assessment (District 17 of Section 26)	\$	22,856.63
Trunk Sewer Fee (Per Ordinance 23732)	\$	805.88
Connection Fee	\$	300.00
Total Assessment	\$	23,962.52

Tax Bill No: 53392B

Owner(s): Robert S. Lurvey and Steven N. Lurvey, Co-Trustees of the G.C. Lurvey
Residual Trust

ALL Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the
Northwest Quarter (NW 1/4) of Section Nine (9), Township Twenty-nine (29), Range
Twenty-one (21), Greene County, Missouri, thence East 150 feet, thence South 200
feet, thence West 150 feet, thence North to beginning, except roads and highways.

AND

Also beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the
Northwest Quarter (NW 1/4), Section Nine (9), Township Twenty-nine (29), Range
Twenty-one (21), Greene County, Missouri, thence west 27.1 feet, more or less, thence
South 200 feet, thence East to West line of the Northeast Quarter (NE 1/4) of the
Northwest Quarter (NW 1/4) said Section, thence North 200 feet to beginning, except
highway. (28,336 sq. ft.)

Square Foot Assessment (District 17 of Section 26)	\$	18,243.38
Trunk Sewer Fee (Per Ordinance 23732)	\$	643.23
Connection Fee	\$	300.00

Total Assessment	\$	19,186.61
------------------	----	-----------

Tax Bill No: 53393B

Owner(s): Bus Andrews Equipment Sales & Service

ALL Beginning at the Northwest corner of the Northeast Quarter (NE 1/4) of the
Northwest Quarter (NW 1/4) of Section 9, Township 29, Range 21, thence east 20 rods,
for a beginning, thence South 540 feet, thence west 150 feet , thence North 540 feet,
thence East 150 feet to the point of beginning in Greene County, Missouri, EXCEPT for
Right-of-Way acquisition recorded at Book 2057, Page 1085 at the recorder's office of
Greene County, Missouri. (69,400 sq. ft.)

Square Foot Assessment (District 17 of Section 26)	\$	44,681.35
Trunk Sewer Fee (Per Ordinance 23732)	\$	1,575.38
Connection Fee	\$	600.00

Total Assessment	\$	46,856.73
------------------	----	-----------

Tax Bill No: 53394B
Owner(s): National Energy Resources

Beginning 20 rods East of the Northwest corner of the East One-Half (E1/2) of the Northwest Quarter (NW1/4) of Section Nine (9). Township Twenty-nine (29), of Range Twenty-one (21), running thence East Twenty (20) rods: thence South Eighty (80) rods, thence West Twenty (20) rods; thence North Eighty (80) rods, to the place of beginning, EXCEPT such portion off the North end thereof as is or may be used for road purposes, containing ten acres, more or less. (165,000 sq. ft.)

Square Foot Assessment (District 17 of Section 26)	\$	106,230.87
Trunk Sewer Fee (Per Ordinance 23732)	\$	3,745.50
Connection Fee	\$	300.00
Total Assessment	\$	110,276.37

Section 4 – This Ordinance involves a public improvement, where a special tax bill is issued, and qualifies as a one-reading bill under City Charter Section 10.15. Therefore, this Ordinance shall be in full force and effect from and after passage.

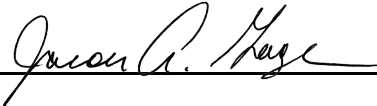
Passed at meeting: _____

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- 173

FILED: 07-06-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To repeal special tax bills issued for Sanitary Sewer District No. 17 of 26 and replace the same with new special tax bills.

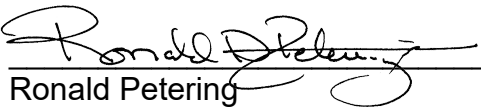
BACKGROUND INFORMATION: The City completed construction of Sanitary Sewer District No. 17 of 26 in the general vicinity of Kearney Street and Lurvey Road in 2017. "Exhibit A" is a map depicting the boundaries of the sewer district. On April 23, 2018, under Special Ordinance 27031, City Council approved the assessment of a special tax against five land tracts for recovery of costs related to design and construction of the sewer district. The assessments included a Trunk Line fee, which had been established by Special Ordinance 23732 on September 7, 1999.

Recently, an internal review of sewer district records uncovered an error in the cost calculations that were used to establish the assessments for this district in 2018. A duplicate Trunk Line fee for each land tract was found to have been applied, resulting in a cumulative overstatement of assessments by a total of \$15,288.78 or about 3%. Removing the duplicate Trunk Line fee results in new, lowered assessments for each property as depicted in this ordinance. The process to correct this error is for Council to repeal the initial assessments issued in 2018 and replace those with new assessments.

At this point in time, two of the property owners have paid their assessments in full and will be due a refund in the amount of their overpayment. The remaining three properties need to have their assessments corrected, the existing tax bill liens released, and new tax bill liens (reflecting the correct assessment) recorded. This adjustment will lower the remaining amounts due from each of these three property owners.

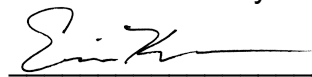
REMARKS: The results of the review indicate this error is not systemic and appears to be limited to this one sewer district. This ordinance will correct the assessments for each affected property owner within this district.

Submitted by:



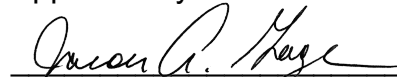
Ronald Petering
Assistant Director of Environmental Services

Recommended by:



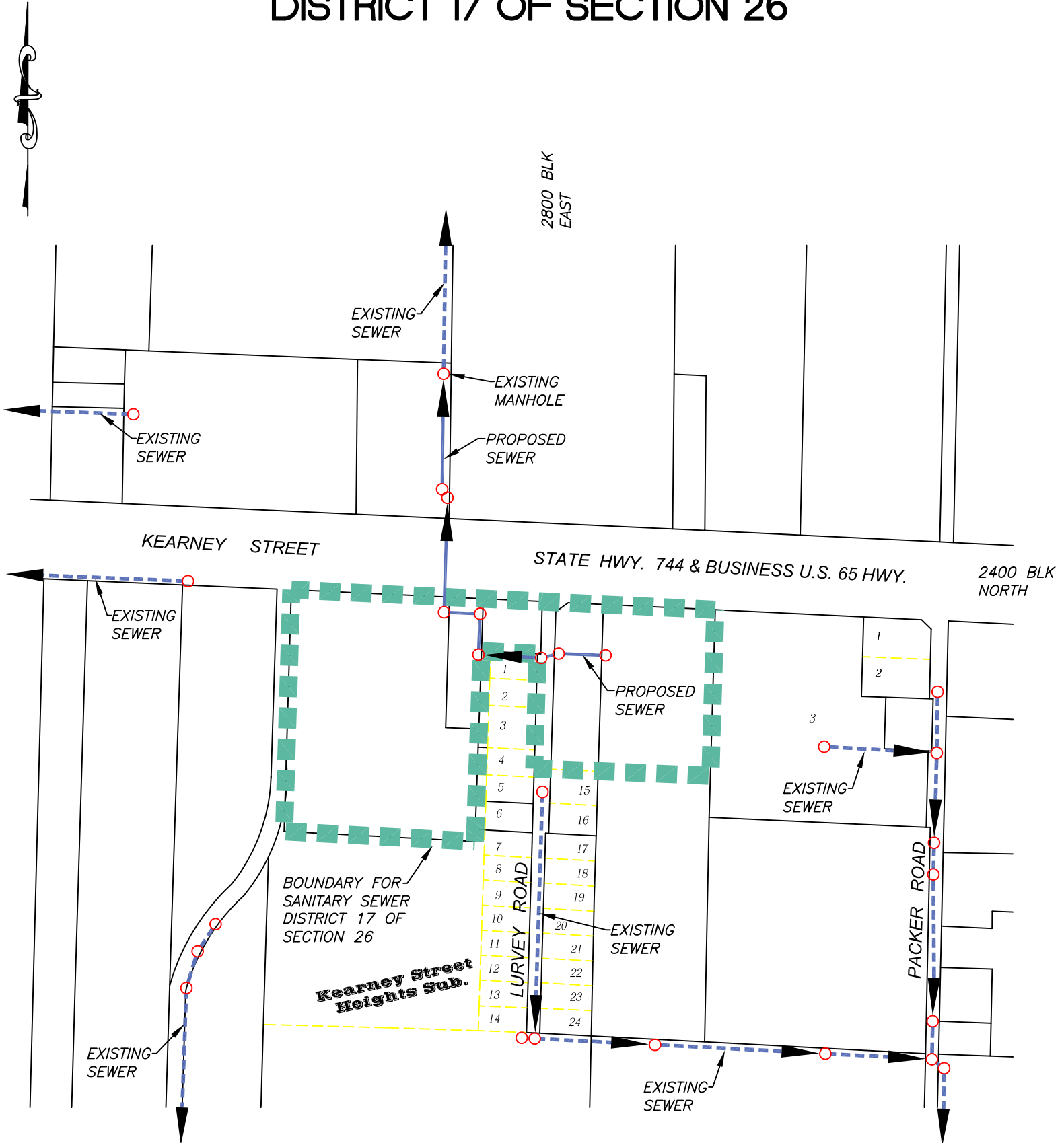
Errin Kemper,
Director of Environmental Services

Approved by:



Jason Gage
City Manager

SANITARY SEWERS DISTRICT 17 OF SECTION 26



One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021 -174

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Park Board's Fiscal Year 2020-2021 operating budget by increasing
2 both revenue and expenses in the amount of \$1,753,260.02 to allocate
3 \$1,300,000.00 of revenue and associated offsetting expense items from
4 Parks 2001 and 2006 Sales Tax Funds and \$453,260.02 of revenue and
5 associated expense items within the Golf Fund, respectively.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for the Park Board
15 needs to be adjusted for reimbursements and associated offsetting expense items.
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 Park Board's Budget for Fiscal Year 2020-2021 is hereby
21 amended in the accounts and in the amounts as shown on Budget Adjustment No. 74, a
22 copy of which is attached hereto and incorporated herein by this reference as “Exhibit
23 A.”
24

25 Section 2 – City Council finds the budget adjustment has been recommended by
26 the Park Board and the City Manager and that the budget adjustment made herein is
27 necessary to reconcile differences between budgeted revenues and expenditures and
28 actual revenues and expenditures.
29

30 Section 3 – City Council hereby directs the City Manager to cause the
31 appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form:  _____, Assistant City Attorney

Approved for Council action:  _____, City Manager

EXPLANATION TO COUNCIL BILL 2021- 174

FILED: 07-06-21

ORIGINATING DEPARTMENT: Parks

PURPOSE: Amending the Park Board's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$1,753,260.02 to allocate \$1,300,000.00 of revenue and associated offsetting expense items from Parks 2001 and 2006 Sales tax funds and \$453,260.02 of revenue and associated expense items within the Golf Fund.

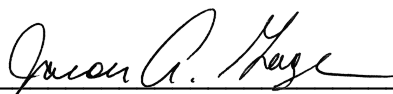
BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary somewhat from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at the close of each fiscal year. During Fiscal Year 2020-2021, the sales tax revenues generated from the 2001 and 2006 Parks Sales Tax Funds will exceed the amount budgeted by Parks by approximately \$1,300,000.00 (rounded estimate). This additional revenue will be used to offset expense items from the 2001 and 2006 Park Sales Tax Budgets, as well as to increase the contribution to the Parks Reserve by \$500,000, which would result in a balance of \$1,100,000.00 as of June 30, 2021. In addition, during Fiscal Year 2020-2021, the Golf Fund revenues will exceed the amount budgeted by Parks by approximately \$375,000.00. This additional revenue will be used to offset expense items in the Golf Fund, including the final payment for the Rivercut bridge loan with the City, one year early, in the amount of \$150,000.00. Finally, for Fiscal Year 2020-2021, \$78,260.02 was received in insurance reimbursement revenue to cover the cost of the repair of roofs at the Connie Morris Training Center and Rivercut Golf Course. This revenue will be used to offset the cost of both repairs within the Golf Fund.

Submitted by:



Bob Belote, Director of Parks

Approved by:



Jason A. Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
074

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80020	401510	00000	00000	\$ 650,000.00	Parks 2001 Sales Tax Revenue
20130	16	80030	401510	00000	00000	650,000.00	Parks 2006 Sales Tax Revenue
57010	16	25010	412020	00000	10170	125,000.00	Horton Smith Golf Course Activity Fees
57010	16	25010	412020	00000	10355	100,000.00	Rivercut Golf Course Activity Fees
57010	16	25010	412020	00000	10410	150,000.00	Bill and Payne Stewart Golf Course Activity Fees
57010	16	25010	414110	00000	10073	38,827.29	Insurance Reimbursement-Connie Morris Learning Center
57010	16	25010	414110	00000	10354	39,432.73	Insurance Reimbursement-Rivercut Golf Course
Net Revenue Adjustment						\$1,753,260.02	

Expenditures:

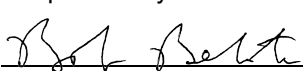
Fund	Dept	Org	Account	P&G	Location	Amount	Description
20120	16	80010	502430	00000	00000	\$ 500,000.00	Parks Fund Balance Reserve Appropriation
20120	16	80020	508500	103016	10212	800,000.00	Capital Improvements-Lake Springfield Park Maintenance Facility Replacement
57010	16	25010	509910	00000	10170	150,000.00	Rivercut Bridge Loan Final Payment
57010	16	25010	502710	00000	10073	38,827.29	Building Repairs-Connie Morris Learning Center
57010	16	25010	502710	00000	10354	39,432.73	Building Repairs-Rivercut Golf Course
57010	16	25010	501130	00000	10354	40,000.00	Chemicals and Drug Lab Supplies-Rivercut Golf Course
57010	16	25010	500130	00000	10170	30,000.00	Temporary Wages-Horton Smith Golf Course
57010	16	25010	500130	00000	10410	30,000.00	Temporary Wages-Bill and Payne Stewart Golf Course
57010	16	25010	500130	00000	10355	30,000.00	Temporary Wages-Rivercut Golf Course
57010	16	25010	507520	00000	10410	40,000.00	Inventory Purchases-Bill and Payne Stewart Golf Course
57010	16	25010	507520	00000	10170	20,000.00	Inventory Purchases-Horton Smith Golf Course
57010	16	25010	507520	00000	10355	10,000.00	Inventory Purchases-Rivercut Golf Course
57010	16	25010	501260	00000	10170	10,000.00	Operating Supplies-Horton Smith Golf Course
57010	16	25010	501160	00000	10410	15,000.00	Food Supplies-Bill and Payne Stewart Golf Course
Net Expenditure Adjustment						\$1,753,260.02	

Fund Balance Appropriation:

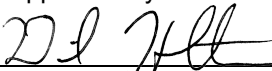
Fund	Title	Amount

Explanation: To amend the FY2020-21 budget by appropriating Parks 2001 and 2006 Sales Tax, Golf Fund revenue and reimbursements received in excess of budget for the fiscal year ending June 30, 2021.

Requested By:


Department Head 07/06/21
Date

Approved By:


Director of Finance 07/06/21
Date

Authorization:

Council Bill No. 2021-174
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Lear

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-175

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept \$40,276,290 in
2 Coronavirus State and Local Fiscal Recovery Funds, established by
3 the American Rescue Plan Act of 2021, from the U.S. Department of
4 the Treasury; and amending the Fiscal Year 2021-2022 budget in the
5 amount of \$40,276,290 for the purpose of appropriating these funds.
6 _____
7

8 WHEREAS, the American Rescue Plan Act of 2021 ("ARPA"), signed into law on
9 March 11, 2021, established Coronavirus State and Local Fiscal Recovery Funds to
10 provide emergency funding for eligible state, local, territorial, and Tribal Governments;
11 and
12

13 WHEREAS, the City was awarded \$40,276,290 in Coronavirus State and Local
14 Fiscal Recovery Funds; and
15

16 WHEREAS, the acceptance of these funds will allow the City to allocate and
17 utilize them to respond to the COVID-19 public health emergency or its negative
18 impacts, to respond to workers performing essential work during the emergency, to
19 provide for government services to the extent of the reduction in revenue due to the
20 emergency, and to make necessary investments in water, sewer, or broadband
21 infrastructure.
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 \$40,276,290 in Coronavirus State and Local Fiscal Recovery Funds established
28 by the American Rescue Plan Act of 2021.
29

30 Section 2 – City Council hereby amends the budget for Fiscal Year 2021-2022 in
31 the accounts and in the amounts as shown on Budget Adjustment No. 002, a copy of
32 which is attached hereto and incorporated herein by this reference as "Exhibit A."
33

34 Section 3 – City Council hereby finds that the budget adjustment made above
35 has been recommended by the City Manager and further finds that the budget
36 adjustment herein is necessary to meet the need for relevant public expenditure.
37

38 Section 4 – City Council hereby directs the City Manager to cause the
39 appropriate accounting entries to be made in the books and records of the City. In the
40 event additional funding is provided under these grants by the grantor, the Director of
41 Finance is hereby authorized to adjust this appropriation by an amount not to exceed 20
42 percent and to do all things necessary to carry out the intent of the grants.
43

44 Section 5 – This Ordinance shall be in full force and effect from and after
45 passage.
46

47 Passed at meeting: _____
48

49 _____
50 Mayor
51

52 Attest: _____, City Clerk
53

54 Filed as Ordinance: _____
55

56
57 Approved as to form: Jill Burris, Assistant City Attorney
58

59
60 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 175

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: To accept the American Rescue Plan Act of 2021 (ARPA) funding through the US Department of the Treasury in the amount of \$40,276,290.

BACKGROUND INFORMATION: The ARPA was signed into law March 11, 2021. The goal is to provide needed relief to state, local, and Tribal governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery. In addition to helping these governments address the revenue losses they have experienced as a result of the crisis, it will help them cover the costs incurred due to responding to the public health emergency and provide support recovery. It will also provide resources to invest in infrastructure, including water, sewer, and broadband services.

These are federal award monies that will be included in the City's annual single audit under CFDA (Catalog of Federal Domestic Assistance) number 21.027. The funds may be used for any allowed purpose starting on March 3, 2021 and must be encumbered by December 31, 2024. Funds that were encumbered during this period must be spent by December 31, 2026. Funds not spent by the end of 2026 must be returned to the federal government.

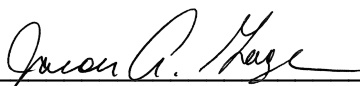
REMARKS: Accepting these funds allows the City to allocate and utilize them in four main areas including (a) to respond to the public health emergency and its negative economic impacts; (b) to respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (c) for the provision of government services to the extent of the reduction in revenue; and (d) to make necessary investments in water, sewer, or broadband infrastructure. A specific expenditure plan will be developed and brought forward for approval at a future meeting.

Submitted by:

Approved by:



Jody Vernon,
Assistant Director of Finance & Comptroller



Jason Gage,
City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
002

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22520	09	14120	414020	000000	00000	\$ 40,276,290	American Rescue Plan Act funding
Net Revenue Adjustment						\$ 40,276,290	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Expenditure Adjustment						\$ -	

Fund Balance Appropriation:

Fund	Title	Amount
22520	US Department of the Treasury Fund	\$ 40,276,290

Explanation: To amend the FY202-22 budget by accepting the American Rescue Plan Act funding for the City of Springfield.

Requested By:

DD Helt 07/06/21
Department Head Date

Approved By:

DD Helt 07/06/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-175
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 20 _____
Filed: 07-06-21 _____

Sponsored by: Lear _____

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-176 _____

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Sanitary Sewer Overflow Control
2 Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs
3 project; accepting the bid of Rosetta Construction, LLC, in the amount
4 of \$5,485,050 for the project; authorizing the City Manager, or his
5 designee, to enter into a contract for said project; and approving a
6 budget adjustment in the amount of the bid, plus a contingency, to
7 amend the Fiscal Year 2021-2022 budget of the Department of
8 Environmental Services Clean Water Enterprise Fund by appropriating
9 reserves of said fund in the amount of \$6,582,060.

10
11
12 WHEREAS, the City of Springfield, Missouri entered into a 2nd Amended
13 Consent Judgment (“ACJ”) with the Missouri Department of Natural Resources
14 (“MDNR”) on or about April 27, 2021, pursuant to the Clean Water Act (“CWA”), and
15 pursuant to the ACJ, the City is implementing a City wide Supplemental Overflow
16 Control Plan (“SOCP”) to reduce sanitary sewer overflows (“SSOs”); and

17
18 WHEREAS, the SOCP includes a public sewer rehabilitation program
19 (hereinafter known as “Group” projects) to reduce SSOs, and the City has implemented
20 Group 1 through 5 of the public sewer rehabilitation and is ready for Group 6 Public
21 Sewer Rehabilitation; and

22
23 WHEREAS, Group 6 Public Sewer Rehabilitation will require several contracts
24 for different types of public sewer rehabilitation, and the work to be performed with this
25 project is the Group 6 Public Sewer Rehabilitation – Open Cut Repairs (“Project”); and

26
27 WHEREAS, Rosetta Construction, LLC, is the lowest responsive and responsible
28 bidder for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer
29 Rehabilitation – Open Cut Repairs project with the low bid of \$5,485,050; and

30
31 WHEREAS, a twenty percent contingency of additional appropriated funds will
32 allow the City to benefit from the low bid and favorable unit prices of the Group 6 Public
33 Sewer Rehabilitation bid to increase the quantity of work completed under this contract
34 in order to further the goals of the SOCP; and

35
36 WHEREAS, an amendment to the budget of the Department of Environmental
37 Services, for Fiscal Year 2021-2022, from the Clean Water Enterprise Fund has been
38 approved and recommended by the City Manager and by the Director of Environmental
39 Services.

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

43
44 Section 1 – City Council hereby approves the plans and specifications for the
45 Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open
46 Cut Repairs project, a copy of which is on file with the City Clerk. A location map for the
47 project is attached hereto and incorporated herein by this reference as “Exhibit A”.

48
49 Section 2 - The City Manager, or his designee, is authorized on behalf of the City
50 of Springfield, Missouri, to accept the low bid of Rosetta Construction, LLC, in the
51 amount of \$5,485,050, for the Project at the price and sum set forth in said bid, plus a
52 twenty percent contingency as said sum may be lawfully increased or decreased by the
53 actual quantities of work units involved, and is hereby authorized to enter into an
54 agreement with said bidder, substantially similar to that document attached hereto and
55 incorporated herein by this reference as “Exhibit B,” for such work in accordance with
56 the terms of the bid, the plans, and the specifications.

57
58 Section 3 – All workers performing work under the contract attached hereto as
59 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
60 work of a similar character in this locality or the public works contracting minimum wage,
61 whichever is applicable. Contractor shall fully comply with the provisions and
62 requirements of the Missouri Prevailing Wage Law. Contractors and any subcontractor
63 performing work under the contract for this project must provide a 10-hour OSHA
64 construction safety training program, or similar program approved by the Department of
65 Labor, for on-site employees, unless employees demonstrate they previously completed
66 the program.

67
68 Section 4 – The budget of the Department of Environmental Services for the
69 Fiscal Year 2021-2022, is hereby amended in the accounts and amounts as shown on
70 Budget Adjustment No. 004, a copy of which is attached hereto and incorporated herein
71 by reference as “Exhibit C.”

72
73 Section 5 – City Council hereby finds that the budget adjustment described
74 herein has been recommended by the City Manager.

75
76 Section 6 – The City Manager is directed to cause the appropriate accounting
77 entries to be made in the books and records of the City.

78
79 Section 7 – This Ordinance shall be in full force and effect from and after
80 passage.

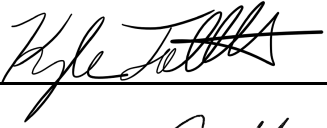
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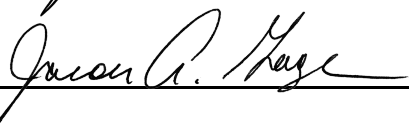
Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021-176

FILED: 07-06-21

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for the Sanitary Sewer Overflow Control Program, Group 6 Public Sewer Rehabilitation – Open Cut Repairs project; accepting the bid of Rosetta Construction, LLC, for the project; authorizing the City Manager, or his designee, to enter into a contract for said project; and approving a budget adjustment to amend the Fiscal Year 2021-2022 budget of the Department of Environmental Services Clean Water Enterprise Fund in the amount of \$6,582,060 by appropriating reserves of said funds.

BACKGROUND:

1. Special Ordinance 27280 passed by City Council on April 5, 2021, authorized the City to enter into a 2nd Amended Consent Judgement (“ACJ”) with the Missouri Department of Natural Resources (“MDNR”) to address issues concerning the Clean Water Act (“CWA”). This ACJ was approved by the Greene County Circuit Court on or about April 27, 2021.
2. A component of the ACJ was the City’s commitment to execute a 15-year, \$300 million Supplemental Overflow Control Plan (“SOCP”) designed to address the City’s aging sewer infrastructure. The City’s proposed SOCP was approved by MDNR on or about April 13, 2021.
3. As contained in the SOCP, the Group 6 Sewer Rehabilitation project continues phased rehabilitation work on the collection system. This work involves rehabilitation of several older sewer basins containing vitrified clay pipe that have an identified history of large inflow and infiltration problems contributing to potential sanitary sewer overflows. This rehab allows the City to reduce the amount of flow caused by inflow and infiltration, thereby creating more capacity in the existing system. By rehabilitating the sewer system, the City can reduce the substantially higher cost of increasing capacity in the collection system and at the treatment plants.
4. Plans, specifications, and a cost estimate have been prepared by the Department of Environmental Services and are on file in the Director’s office.
5. The project was advertised in *The Daily Events* May 27, 2021, through May 31, 2021.
6. Bids were opened in the Busch Municipal Building, Conference Room 106, on June 15, 2021, at 9:30 a.m. The following bids were received:

CONTRACTOR

BID AMOUNT

Rosetta Construction, LLC

\$5,485,050.00

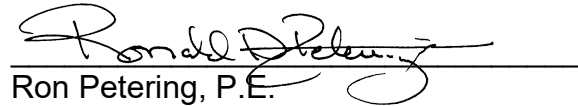
Engineer's Estimate

\$5,491,336.50

8. It is recommended that the City enter into a contract with Rosetta Construction, LLC for \$5,485,050 and establish an approximate 20 percent contingency of additional funds for possible change orders.
9. This project will be funded by the reserves of the Department of Environmental Services Clean Water Enterprise Fund and are being budgeted by this council bill.

REMARKS: Environmental Services recommends passage of this Council Bill and budget adjustment.

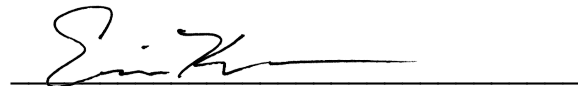
Submitted by:



Ron Petering, P.E.

Assistant Director of Environmental Services

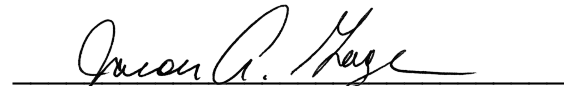
Recommended by:



Errin Kemper, P.E.

Director of Environmental Services

Approved by:



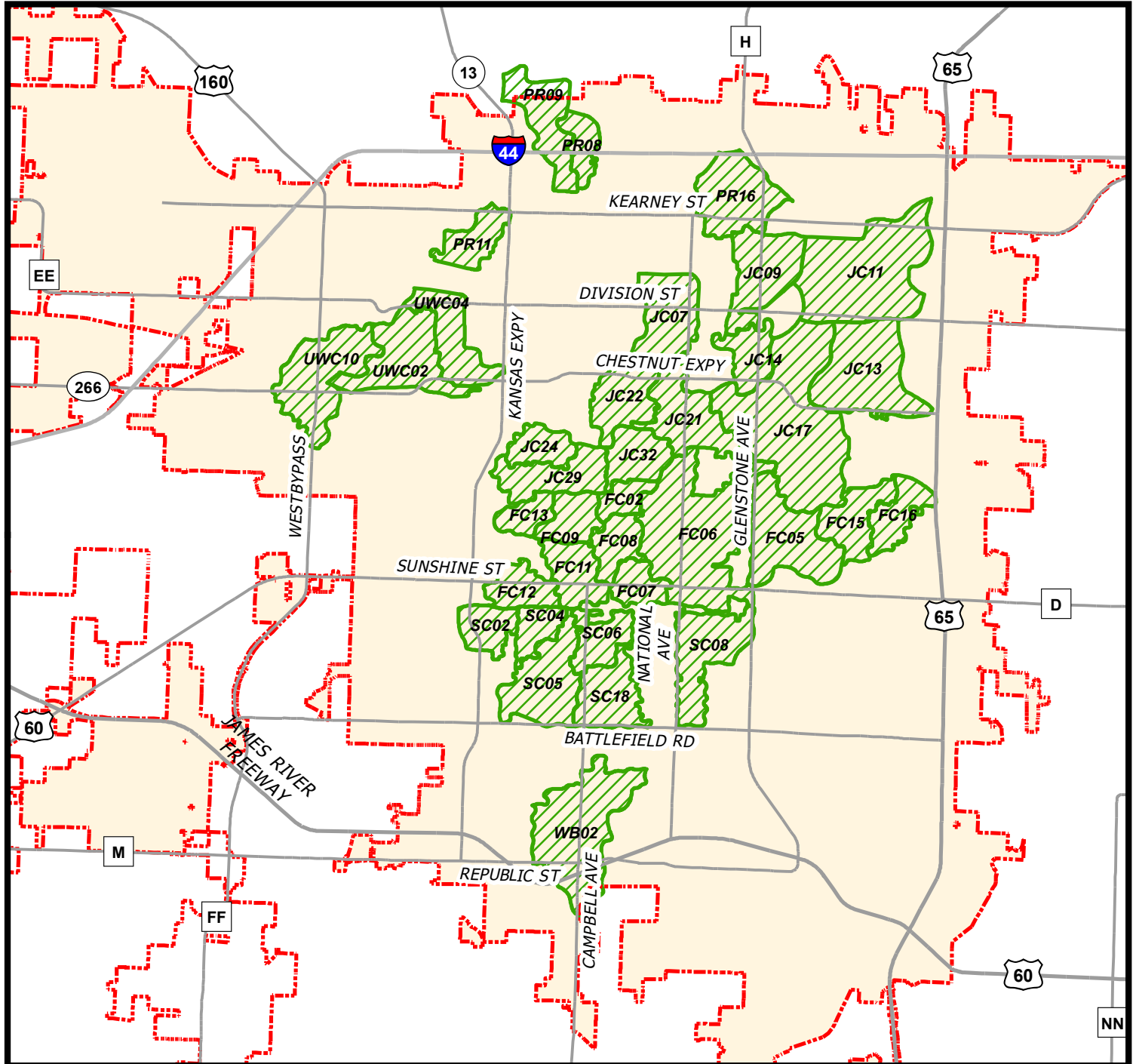
Jason Gage

City Manager

Exhibit A



SPRINGFIELD, MISSOURI SANITARY SEWER OVERFLOW CONTROL PROGRAM GROUP 6 PUBLIC SEWER REHABILITATION - Open Cut Repairs



Legend

- Major Streets/Highways
- Sanitary Sewer Sub-basins with Group 6 Rehab
- - - City Limit Boundary
- City of Springfield Area

Sanitary Sewer Sub-basin Labels

FC02 - Fassnight Creek Sub-basin 2	JC09 - Jordan Creek Sub-basin 9	PR11 - Pea Ridge Sub-basin 11
FC06 - Fassnight Creek Sub-basin 6	JC11 - Jordan Creek Sub-basin 11	PR16 - Pea Ridge Sub-basin 16
FC07 - Fassnight Creek Sub-basin 7	JC13 - Jordan Creek Sub-basin 13	SC02 - South Creek Sub-basin 2
FC08 - Fassnight Creek Sub-basin 8	JC14 - Jordan Creek Sub-basin 14	SC04 - South Creek Sub-basin 4
FC09 - Fassnight Creek Sub-basin 9	JC17 - Jordan Creek Sub-basin 17	SC05 - South Creek Sub-basin 5
FC11 - Fassnight Creek Sub-basin 11	JC21 - Jordan Creek Sub-basin 21	SC06 - South Creek Sub-basin 6
FC12 - Fassnight Creek Sub-basin 12	JC22 - Jordan Creek Sub-basin 22	SC08 - South Creek Sub-basin 8
FC13 - Fassnight Creek Sub-basin 13	JC24 - Jordan Creek Sub-basin 24	SC18 - South Creek Sub-basin 18
FC15 - Fassnight Creek Sub-basin 15	JC29 - Jordan Creek Sub-basin 29	UWC02 - Upper Wilson Creek Sub 2
FC16 - Fassnight Creek Sub-basin 16	JC32 - Jordan Creek Sub-basin 32	UWC04 - Upper Wilson Creek Sub 4
JC03 - Jordan Creek Sub-basin 3	PR08 - Pea Ridge Sub-basin 8	UWC10 - Upper Wilson Creek Sub 10
JC07 - Jordan Creek Sub-basin 7	PR09 - Pea Ridge Sub-basin 9	WB02 - Ward Branch Sub-basin 2

Exhibit B

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	TERMINATION DATE	CONTRACT NUMBER:	
<u>CITY</u>		<u>CONTRACTOR</u>	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. Box 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1928 FAX: (417) 864-1918 ATTN: C. MIKE DeLONG, P.E. DEPT.: ENVIRONMENTAL SERVICES		NAME: ROSETTA CONSTRUCTION, LLC ADDRESS: PO Box 14024 SPRINGFIELD, MO 65814 PHONE: (417) 886-2094 ATTN: VICTOR ROSETTA	

AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2021, is by and between City of Springfield, Missouri (herein called Owner) and Rosetta Construction, LLC (herein called Contractor).

WHEREAS, the City of Springfield, Missouri entered into a 2nd Amended Consent Judgment ("ACJ") with the Missouri Department of Natural Resources ("MDNR") on or about April 27, 2021, pursuant to the Clean Water Act ("CWA"), and pursuant to the ACJ, the City is implementing a City wide Supplemental Overflow Control Plan ("SOCP") to reduce sanitary sewer overflows ("SSOs"), and

WHEREAS, the OCP includes a public sewer rehabilitation program (hereinafter known as "Group" projects) to reduce SSOs, and the City has implemented Group 1 through 5 of the public sewer rehabilitation and is ready for Group 6 Public Sewer Rehabilitation, and

WHEREAS, Group 6 Public Sewer Rehabilitation will require several agreements to contract for different types of public rehabilitation, including but not limited to, agreements for 1) cleaning, CCTV and CIPP; 2) open-cut repair and/or rehabilitation of defects found in sewer mains and lateral connections; 3) trenchless repair and/or rehabilitation of defects found in lateral connections; 4) manhole rehabilitation; 5) grouting sewer main joints, manholes and lateral connections; and 6) pipe bursting.

NOW THEREFORE, the Owner and Contractor, in consideration of the mutual covenants herein set forth, agree as follows:

ARTICLE 1 – WORK.

The Work to be performed pursuant to this Agreement is **Group 6 Public Sewer Rehabilitation Project – Open Cut Repairs** (hereinafter 'Group 6' or 'Group 6 Public Rehab')

or 'Agreement') with the proposed initial batch of work included in the bid documents. Batch Order No. 1 will be issued with the notice to proceed, after the Agreement is fully executed. All subsequent work areas will be grouped by the Owner into batches of work based on common location. The batches will be issued to the Contractor, as needed and subject to annual appropriations, as work progresses in Group 6. The batches include generally Vitrified Clay Pipe (VCP) and Reinforced Concrete Pipe (RCP). The proposed main sewer schedule for the Proposed Batch Order No. 1 is attached hereto as Exhibit A. Work location maps will be provided with each issued batch of work.

The work to be performed pursuant to this agreement will include:

- a) Open excavation of main line point repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the main line point repairs will occur on mains of 8 inches to 12 inches in diameter.
- b) Open excavation of lateral connection repairs on sanitary sewer main ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of the lateral connection repairs will occur on mains of 8 inches to 12 inches in diameter.
- c) Open excavation to construct new 4-ft (ID) manholes or replace existing manholes on existing mains ranging from 8-inch to 36-inch diameter and ranging in depth from 4 feet to greater than 20 feet deep. The majority of manhole locations will occur on mains of 8 inches to 12 inches in diameter.

ARTICLE 2 – Intentionally left blank

ARTICLE 3 - CONTRACT TIMES, LIQUIDATED DAMAGES, DELAYS AND DAMAGES, DELAY COMPENSATION.

3.01. Time is of the Essence.

A. All time limits for Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02. Contract Times.

A. The Contract Times shall be as indicated in the Contractor's Bid Form. The work shall be substantially completed, subject to annual appropriation, on or before the date indicated in the Contractor's Bid, and completed and ready for final payment in accordance with Paragraph 14.07.B of the Standard General Conditions on or before the date indicated in the Contractor's Bid.

3.03. Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with Article 12 of the Standard General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for Substantial Completion until the Work is substantially completed. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times or any proper extension thereof granted by Owner, Contractor shall pay Owner the following amounts for each day that expires after the times specified in Paragraph 3.02 for completion and readiness for final payment until the Work is completed and ready for final payment. The following Liquidated Damages shall apply to the Base Bid Work and all Additive Alternatives selected by the Owner.

<u>Item</u>	<u>Liquidated Damages, Per day</u>
Substantial Completion of the Work	\$3,000
Completion of all Work	\$500

B. The liquidated damages set forth herein shall not be cumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

C. Owner shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for nonperformance of this Contract within the time stipulated.

3.04. Delays and Damages.

A. In the event Contractor is delayed in the prosecution and completion of the Work because of any delays caused by Owner or Engineer and, except as set forth in Paragraph 4.01 of the Standard General Conditions, Contractor shall have no claim against Owner or Engineer for damages or contract adjustment other than an extension of the Contract Times and the waiving of liquidated damages during the period occasioned by the delay.

B. Delay compensation will not be paid for delays due to weather conditions, strikes, shortages of materials, acts of God, acts or neglect by utility owners or other contractors, or other reasons that are not within Owner's control.

ARTICLE 4 – CONTRACT PRICE.

4.01. Owner shall pay Contractor in current funds, for completion of the Work designated in Article 1 in accordance with the Contract Documents, an amount equal to the sum of the cash allowance and contingency allowance (Article 8 of this contract) and established unit price for each separately identified item of Unit Work times the estimated quantity of that item as indicated in the Contractor's Bid, for the total amount, not to exceed; **Five Million Four Hundred Eighty-Five Thousand Fifty dollars (\$5,485,050.00).**

As provided in Paragraph 11.03 of the Standard General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in paragraph 9.07 of the Standard General Conditions. Unit prices have been computed as provided in Paragraph 9.07 of the Standard General Conditions.

ARTICLE 5 – PAYMENT PROCEDURES.

5.01. Submittal and Processing of Payments.

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the Standard General Conditions. Applications for Payment will be processed by Engineer as provided in the Standard General Conditions.

5.02. Progress Payments; Retainage.

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 10th day of each month during performance of the Work. All progress payments will be on the basis of the progress of the Work measured by the Schedule of Values established in Paragraph 2.07.A of the Standard General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values or cost loaded Progress Schedule, as provided in Division 1, General Requirements.

B. Prior to Substantial Completion, Owner will retain from progress payments, until payment is due under the terms and conditions governing final payments, amounts as follows:

1. Retention of five (5) percent of payments authorized until the Work completed.
2. If the City or the Engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.
3. Retainage will be five (5) percent of the value of materials and equipment that are not incorporated in the Work but are delivered, suitably stored, and accompanied by documentation satisfactory to Owner as provided in Paragraph 14.02.A.1 of the

Standard General Conditions. Stored materials and equipment retainage will be released when the materials and equipment are incorporated in the Work.

C. Upon Substantial Completion, Owner may release a portion of the retainage to Contractor, retaining at all times an amount sufficient to cover the cost of the Work remaining to be completed.

D. The reduction or termination of additional retainage will not be initiated at any time if the Work is behind schedule; and, subsequent to reducing retainage, the full retainage of payments authorized may be reinstated any time the Work falls behind schedule.

5.03. Final Payment.

A. Upon completion and acceptance of the Work in accordance with Paragraph 14.07.A of the Standard General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in Paragraph 14.07.B.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS.

6.01. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including insurance requirements.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the Standard General Conditions and reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the Standard General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including application of the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by

the Contract Documents to be employed by Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Drawings, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - Intentionally left blank

ARTICLE 8 – CONTRACT DOCUMENTS.

A. The Contract Documents which comprise the entire agreement between Owner and Contractor concerning the Work consist of the following:

1. This Agreement.
2. Performance and Payment Bonds.
3. Standard General Conditions.
4. Supplementary Conditions.
5. Specifications.
6. Owner's Bidding Forms, Contracting Forms, and Conditions of the Contract listed in the Table of Contents.
7. GIS drawings/maps consisting of 8 ½ x 11 sheets from Owner's Geographical Information System Database with each sheet bearing the following general title:
GROUP 6 – Open Cut Repairs
8. Addendum No. 1.

9. Exhibits to this Agreement, enumerated as follows:
 - a. Contractor's Bid.
 - b. Notice to Proceed.
 - c. Statement of Bidder's Qualifications
10. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directives.
 - b. Change Orders.
 - c. Field Orders.

B. Intentionally left blank

C. The Contract Documents may be amended, modified, or supplemented only as provided in Paragraph 3.04 of the Standard General Conditions.

ARTICLE 9 – MISCELLANEOUS.

9.01. Terms.

A. Terms used in this Agreement will have the meanings indicated in the Standard General Conditions and Supplementary Conditions.

9.02. Assignment of Contract.

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law); and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03. Successors and Assigns.

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04. Severability.

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract

Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05. Business Addresses.

A. The business address of Contractor given herein and the address of Contractor's office in the vicinity of the Work are both hereby designated as the places to which all notices, letters, and other communication to Contractor will be mailed or delivered. The address of Owner appearing herein is hereby designated as the place to which all notices, letters, and other communication to Owner shall be mailed or delivered. Either party may change its address at any time by an instrument in writing delivered to Engineer and to the other party.

9.06 Conflict of Interest.

A. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

9.07 Prevailing Wages.

A. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established by the Department of Labor and Industrial Relations of the State of Missouri. At any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the Owner one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract. **Contractor shall indemnify and hold the Owner harmless from all wages or overtime compensation due any employees in rendering services pursuant to this Agreement or any subcontract, including payment of reasonable attorney's 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.**

9.08 Occupational License.

A. The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and 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 the occupational license has been obtained and that the Contractor is current on any City taxes is verified.

9.09 Employment of Unauthorized Aliens (E-Verify).

A. Pursuant to Section 285.530, RSMo., Contractor and its subcontractors, shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri, and shall affirm, by "E-Verify", its enrollment and

participation in a federal work authorized program with respect to the employees working in connection with contracted services. Further, Contractor shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. In accordance with sections 285.525 to 285.550, RSMo a general contractor or subcontractor of any tier shall not be liable when such a contractor or subcontractor contracts with its direct subcontractor with its direct subcontractor who violates subsection 1 of section 285.520, RSMo if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

9.10 Assignment.

A. 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 and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, 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 agreement.

9.11 Nondiscrimination.

A. 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.

- 1. This contractor and 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.**
- 2. This contractor and 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.**

9.12 Nonresident/Foreign Contractors.

A. The Contractor shall procure and maintain during the life of this contract:

1. 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 351.570 R.S.Mo.
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.

9.13 Safety Training.

A. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors.

9.14 Affidavit for Contracts Over \$5,000.00.

A. 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.

9.15 Compliance with Laws.

A. Contractor agrees to comply with all applicable federal, state and local laws or 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 owed by Contractor is current.

9.16 Entire Agreement.

A. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

9.17 Jurisdiction.

A. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

9.18 General Independent Contractor Clause.

A. This agreement 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 Worker's 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 public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the 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.

9.19 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 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.

9.20 Liability and Indemnity.

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 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.

B. The Contractor 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 Contractor 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 Contractor,

notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

C. The Contractor 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.

D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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.

E. 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.

F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor'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 required of the Contractor under this agreement.

G. The Contractor 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.

9.21 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.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. One counterpart each has been delivered to Owner, Contractor, Surety, and Engineer.

REVIEWED BY:

Assistant Director of Environmental Services or Acting Assistant

RECOMMENDED BY:

Director of Environmental Services or Acting Director

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 OF SPRINGFIELD, MISSOURI

City Attorney or Assistant City Attorney

By: _____
City Manager or his/her designee

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

If Contractor is a Disadvantaged Business Enterprise (DBE),
please indicate classification.

Minority Owned ☐ Women Owned ☐ Veteran Owned ☐

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit C

Budget Adjustment
004

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Net Revenue Adjustment						\$ -	

Expenditures:

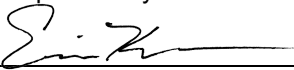
Fund	Dept	Org	Account	P&G	Location	Amount	Description
53020	08	33520	509110	102995	00000	\$ 6,582,060	Supplemental Overflow Control Plan (SOCP) - Group 6 Public Sewer Rehabilitation Open Cut Repairs
Net Expenditure Adjustment						\$ 6,582,060	

Fund Balance Appropriation:

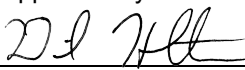
Fund	Title	Amount
53020	Clean Water Improvement Fund	\$ (6,582,060)

Explanation: To amend the FY2021-22 budget by appropriating Environmental Services Clean Water Enterprise Fund reserves to provide funding for the SOCP Group 6 Open Cut Repairs.

Requested By:


Department Head 07/06/21
Date

Approved By:


Director of Finance 07/06/21
Date

City Manager Date

Authorization:

Council Bill No. 2021-176
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 12
Filed: 07-06-21

Sponsored by: Hardinger

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-177

GENERAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land
2 Disturbance Activity,' by removing the security requirement, including
3 additional requirements regarding permit duration and termination,
4 providing additional enforcement mechanisms, and making other
5 changes necessary for consistency with program policies and state
6 land disturbance regulations.
7
8

9 WHEREAS, the Federal Clean Water Act mandates the National Pollution
10 Discharge Elimination System permit program, which requires cities with separate
11 storm sewer systems to have Municipal Separate Storm Sewer System ("MS4") permits;
12 and
13

14 WHEREAS, the City is required by its MS4 permit to have a land disturbance
15 program to reduce pollutants in stormwater runoff from construction activities from
16 reaching waters of the state; and
17

18 WHEREAS, the Environmental Services Department has identified opportunities
19 to improve efficiencies and reallocate staff time toward land disturbance program
20 components that result in the highest pollutant reduction; and
21

22 WHEREAS, City Council finds the proposed amendments will improve the
23 efficiency of the land disturbance program and streamline the permitting process for the
24 development community while ensuring Clean Water Act compliance through inspection
25 and enforcement.
26

27 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
28 SPRINGFIELD, MISSOURI, as follows, that:
29

30 Section 1 – Springfield City Code, Chapter 96, 'Storm Water,' Article III, 'Land
31 Disturbance Activity,' is hereby amended as follows:
32

33 NOTE: Language to be added is underlined, and language to be deleted is ~~stricken~~.

ARTICLE III. – Land Disturbance Activity

Sec. 96-40. - Purpose.

The purpose of this article is to protect the health, safety, and property of the citizens of the city and waters of the state from pollution resulting from the effects of erosion and sediment deposition from land disturbances. This article establishes uniform requirements for land disturbance activities in order to control the occurrence of erosion and the transportation of sediment to the city municipal separate storm sewer system (MS4) or waters of the state.

Sec. 96-41. - Definitions. For the purposes of this article, the following words shall have the definitions hereinafter set forth:

Accepted or acceptance means a determination by the director that the document under review meets the minimum applicable standards.

BMP means best management practices.

Best management practices (BMP) means any physical, chemical or managerial practice that reduces soil erosion or reduces the amount of sediment or other pollutants discharging to or potentially discharging to the MS4 or waters of the state. For examples of BMPs, refer to the city's erosion and sediment control BMP manual.

City means the City of Springfield, Missouri.

Department means the city department of environmental services.

Director means the director of environmental services of the city, or the director's authorized representative.

Discharge means any substance disposed, deposited, spilled, poured, injected, seeped, leached, pumped, dumped, leaked, or placed by any means such that it can reasonably be expected to enter, intentionally or unintentionally, into waters of the state, or on any area draining directly or indirectly into the MS4.

Erosion and sediment control BMP manual (BMP manual) means the manual which ~~establishes minimum SWPPP requirements, and provides BMP guidelines~~ ance.

Erosion means the wearing away of land due to the action of gravity, wind, water or other mechanical forces.

Land disturbance means any activity that exposes soil including clearing, grubbing, grading, excavating, filling and other related activities.

79 *Land disturbance permit* means the document issued by ~~public works~~
80 environmental services approving the SWPPP and authorizing land disturbance activity
81 in accordance with the SWPPP.

82
83 ~~*MEP* means maximum extent practicable.~~

84
85 *MS4* means municipal separate storm sewer system.

86
87 *Municipal separate storm sewer system (MS4)* means a conveyance or system of
88 conveyances (including roads with drainage systems, municipal streets, catch basins,
89 curbs, gutters, ditches, man-made channels, or storm drains:

- 90
91 (1) Owned or operated by a state, city, town, borough, county, parish, district,
92 association, or other public body (created by or pursuant to state law) having
93 jurisdiction over disposal of sewage, industrial wastes, stormwater, or other
94 wastes, including special districts under state law such as a sewer district,
95 flood control district or drainage district, or similar entity, or an Indian tribe or an
96 authorized Indian tribal organization, or a designated and approved
97 management agency under Section 208 of the Clean Water Act that
98 discharges to waters of the United States;
99
100 (2) Designed or used for collecting or conveying stormwater;
101
102 (3) Which is not a combined sewer; and
103
104 (4) Which is not part of a publicly owned treatment works (POTW) as defined at 40
105 CFR 122.2.
106

107 *Pollution* means any alteration of the quality of waters of the state to a degree that
108 they are rendered harmful, detrimental or injurious to humans, natural life, vegetation or
109 property, to the public health, safety and welfare, or otherwise impairs the usefulness or
110 public enjoyment of waters for any lawful and reasonable purpose, including
111 interference with the proper functioning of the MS4.
112

113 *Responsible party* means the property owner or person authorized to act on the
114 property owner's behalf; or any person allowing, causing or contributing to a violation of
115 the Code.
116

117 *Sediment* means mineral or organic matter generated as a result of erosion.
118

119 *Stop work order* means that upon notice from the director ~~of public works~~, or the
120 director's authorized representative, work on any property that is contrary to the
121 provisions of this article or in an unsafe and dangerous manner, or in conflict with the
122 approved construction documents, shall be stopped.
123

124 *Stormwater* means any surface or shallow subsurface flow, runoff, or drainage
125 consisting entirely of water from rainstorm or frozen precipitation events.
126

127 *Stormwater pollution prevention plan (SWPPP)* means a plan to establish controls
128 to limit erosion and transport of sediment and other pollutants from the site. The
129 individual who prepares the SWPPP shall have a thorough and demonstrable
130 knowledge of SWPPP requirements and erosion, sediment, and stormwater control
131 practices. The plan shall include BMPs in accordance with the Missouri State Operating
132 Permit for Construction or Land Disturbance Activity, the city's erosion and sediment
133 control BMP manual, flood control and water quality protection manual, design
134 standards for public improvements and the general conditions and technical
135 specifications for public improvements.
136

137 *SWPPP* means stormwater pollution prevention plan.
138

139 *Water quality standards* means the standards, required under the Clean Water Act,
140 which Missouri has adopted to control and remedy water pollution (10 CSR 20-7.031).
141 Water quality standards have three parts: water use classifications, water quality
142 criteria, and an antidegradation policy.
143

144 *Waters of the state* means all rivers, streams, lakes and other bodies of surface and
145 subsurface water lying within or forming a part of the boundaries of the state which are
146 not entirely confined and located completely upon lands owned, leased or otherwise
147 controlled by a single person or by two or more persons jointly or as tenants in common
148 ~~and includes waters of the United States lying within the state.~~
149

150 Sec. 96-42. - Scope and authority.
151

152 This article is applicable to all land disturbance activity within the city unless
153 specifically exempted. The provisions in this article shall be administered and enforced
154 by the director. The director shall have the authority to develop and implement
155 procedures, forms, policies, design and construction standards and interpretations for
156 administering the provisions of this article.
157

158 Sec. 96-43. - Erosion and sediment control.
159

160 The responsible party shall control site erosion and the release of sediment and
161 other pollutants resulting from land disturbance activities ~~to the maximum extent~~
162 ~~practicable (MEP)~~ utilizing best management practices (BMPs). The responsible party
163 shall ensure that BMPs are designed, constructed and maintained during land
164 disturbance activities in accordance with the most recent version of the city's erosion
165 and sediment control manual, flood control and water quality protection manual, design
166 standards for public improvements and the general conditions and technical
167 specifications for public improvements.
168

Sec. 96-44. - When permit is required.

A land disturbance permit is required for all land disturbance activity that disturbs one acre or greater, or that disturbs less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project. Nothing shall prevent the department from taking action, including the requirement for issuance of any permits under this article, if any of the operations exempted under section 96-45 should cause pollution of the MS4 or waters of the state or otherwise violate this article. The responsible party shall obtain a land disturbance permit from the department prior to commencing land disturbance activity. Demolition that involves land disturbance is considered the first phase of construction for sites disturbing 1 acre or greater, and the land disturbance permit shall be issued prior to issuance of associated demolition permits, unless an exception is granted by the director.

Sec. 96-45. - Work exempt from permit.

(a) Land disturbance activity as described in 10 CSR 20-6.200(1)(B) and 10 CSR 20-6.010(1)(B).

~~(b) Linear, strip, or ribbon construction as defined in 10 CSR 20-6.200(1)(B)8 where water quality standards are not exceeded.~~

~~(c) Sites that disturb less than one acre of total land area as described in 10 CSR 20-6.200(1)(B)7, that are not part of a common plan or sale and that do not cause any violations of water quality standards, and are not otherwise designated by the department as requiring a permit.~~

~~(d) Agricultural stormwater discharges and irrigation return flows as described in 10 CSR 20-6.200(1)(B)6.~~

Sec. 96-46. - Minimum requirements.

~~The city's erosion and sediment control manual, as may be updated and modified by the department, sets forth minimum requirements that must be met in order to obtain a land disturbance permit. This document also provides BMP guidance and additional resources to facilitate control of soil erosion and pollutants on land that is undergoing development. The responsible party shall submit a stormwater pollution prevention plan (SWPPP) in accordance with the BMP manual and any forms and procedures established by the director.~~

Sec. 96-47. - Permit application and fees.

~~An application for a land disturbance permit shall be in writing on forms provided by the department and filed with the department. Each land disturbance permit application shall be accompanied~~ made by submittal of a stormwater pollution prevention plan

(SWPPP) meeting the provisions of this article for sites disturbing 1 acre or greater, unless the requirement is specifically waived by the director. For sites disturbing less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 acre or greater, a permit will be issued at the time of application according to procedures established by the director. The responsible party shall install and maintain BMPs in accordance with the land disturbance permit and SWPPP. The responsible party shall maintain a copy of the land disturbance permit and SWPPP on site during normal working hours. The city shall collect a fee for the purpose of recovering administrative costs associated with processing applications, reviewing plans, issuing permits, conducting inspections and enforcing this article.

Sec. 96-48. - Stormwater pollution prevention plan requirements.

- (a) *General.* The responsible party shall submit a SWPPP ~~with~~ serving as the permit application that shall be prepared in accordance with the Missouri State Operating Permit for Construction or Land Disturbance Activity, the city's erosion and sediment control BMP manual, flood control and water quality protection manual, design standards for public improvements and the general conditions and technical specifications for public improvements. No land disturbance permit shall be issued prior to review and ~~acceptance~~ approval of the SWPPP by the director. The responsible party shall provide and implement revisions to the SWPPP, as necessary, due to conflicts, omissions, changed conditions or damage resulting in a violation of any part of this article to address and correct the condition causing the violation. SWPPP approval expires 1 year from the date of approval if the permit has not been issued.
- (b) *SWPPP preparation.* The individual who prepares the SWPPP shall have a thorough and demonstrable knowledge of SWPPP requirements and erosion, sediment, and stormwater control practices.
- (c) *SWPPP personnel.* An individual shall be designated by the permittee as responsible for environmental matters. The individual responsible for environmental matters shall have a thorough and demonstrable knowledge of the site's SWPPP and erosion and sediment control practices in general. The individual responsible for environmental matters or a designated inspector knowledgeable in erosion, sediment, and stormwater control principles shall conduct inspections as required in subsection 96-48(d).
- (d) *SWPPP inspections.* The individual designated to conduct inspections in subsection 96-48(c) shall conduct inspections as required by the SWPPP. The log of such inspections shall be maintained on site and available for review by the city upon request. By applying for a land disturbance permit, the applicant consents to the city inspecting the proposed development site and all work in progress.

Sec. 96-49. - Security requirement.

261 Upon approval of the SWPPP and prior to issuance of a land disturbance permit,
262 the department shall require the developer to post a security in the form of a cash bond,
263 cash or equivalent, letter of credit, or other appropriate security agreement approved by
264 the director of finance of not less than 150 percent of the value of all erosion and
265 sediment control measures which are part of the SWPPP. For land disturbance permits
266 where other security is established for public improvements, the erosion control security
267 may be added to the security for public improvements. If the bond, letter of credit or
268 other security document is placed in default, then no further permits or approvals,
269 including building permits, shall be issued for the developer's property located in the
270 development for which the security was given, until either the security is restored or
271 replaced in a manner satisfactory to the director of finance, or the improvements are
272 completed to the satisfaction of the city. The city, upon issuance of a notice of violation,
273 is further authorized, pursuant to permission expressly granted by the property owner in
274 a written agreement with the city, to enter the property and correct any and all violations
275 which the permittee has failed to address, either using city forces or hiring a contractor
276 to do so. In the event the city, in its discretion, either constructs or contracts for the
277 construction of any of the required measures after developer's default, the city shall pay
278 for said construction using the security posted as described herein. If the security is not
279 sufficient to cover the city's costs of construction, the city's remaining costs shall be
280 assessed against the property owner, and such charge shall be paid by the owner of
281 said property within 30 days after receipt of same. Such assessment shall constitute a
282 lien against the property. Any portion of the deposit not expended or retained by the city
283 hereunder shall be refunded when soil and drainage conditions are stabilized to the
284 satisfaction of the city and the land disturbance permit is closed.

- 285
- 286 (a) Permits issued until termination. Land disturbance permits for a full plan
287 submittal of architectural and civil site improvements shall be issued and valid
288 until termination standards set forth by the director and located in the BMP
289 manual are met in accordance with 96-49(c).
- 290
- 291 (b) Permits issued with limited duration. Stand-alone permits for land disturbance
292 only or permits for phased submittal of civil site improvements only shall be
293 issued for 180 calendar days and can be renewed for an additional 180
294 calendar days if active land disturbance is ongoing or additional plans are
295 submitted by the expiration date. If additional plans are not approved within
296 180 calendar days of submittal, the permit shall terminate.
- 297
- 298 (c) Permit termination. The responsible party shall meet termination standards
299 set forth in the BMP manual within 30 days of demobilization and shall
300 request permit termination from the city. Demobilization can include removal
301 of all contractor and subcontractor personnel, supplies, materials, rubbish,
302 temporary facilities, and construction equipment.

303

304 Sec. 96-50. - Failure to comply.

305

Enforcement of this article shall be the responsibility of the department. The party or parties responsible and liable for actions or non-action in regards to this article, including responsibility for abating violations of this article, shall be the property owner or person authorized to act on the property owner's behalf; or any person allowing, causing or contributing to a violation of this article.

(1) *Finding of non-compliance.* If an investigation or inspection results in a finding of noncompliance with this article, the director is authorized to issue a notice of violation (NOV) that may, at the discretion of the director, include a stop work order. The NOV shall specify the deficiencies, what corrective action is necessary, and a specific timeframe in which the responsible party is to achieve compliance. The written NOV, including a stop work order as applicable, shall be mailed, postage pre-paid, or hand-delivered to both the permittee and owner. Failure to comply with a notice from the director of public works shall result in the issuance of a stop work order.

(2) *Stop work order.*

- a. *Delivery of order.* All stop work orders that are issued by the director must be posted on the site on which the land disturbance activity is taking place, and in reasonable proximity to a location where the land disturbance activity is taking place. All stop work orders posted in this manner shall be considered validly delivered. It shall be the responsibility of the owner to ensure that no violation of this article occurs on his/her property.
- b. *Contents of order.* Stop work orders shall specifically state the provisions of this article or the land disturbance permit being violated.
- c. *Effect of order.* Issuance of a stop work order shall result in a suspension of all construction activity on the site, except for work related to remediation of the violation, until the violation is resolved to the city's satisfaction. The stop work order shall also suspend the right of the permittee, applicant, owner, contractor, developer or any related entity to build or construct any structure or public improvement on any portion of the site. It shall be unlawful for any person or responsible party to fail to comply with a stop work order. The director and the director of building development services, upon issuance of a stop work order, are authorized to suspend the issuance of building permits and occupancy permits for structures on any portion of the site, terminate utility services to the site, and to suspend all inspections and plan review related to any other work that is taking place on the site, until such time as the violation is resolved to the city's satisfaction.
- d. *Failure to comply with order.* Any person, who shall continue any work in or about the site after having been served with a stop work order, except such work related to remediation of the violation, shall be subject to penalties as

351 specified in section 96-52.

- 352
- 353 e. *Lifting of stop work order.* Said stop work order may be lifted upon the
- 354 presentation and construction of an accepted plan to avoid sediment runoff
- 355 and the removal of any such sediment as ordered.
- 356

- 357 (3) *Summons.* If the responsible party fails to comply with an NOV, stop work
- 358 order, or there is no immediate settlement, a summons to court may be issued
- 359 to the responsible party. The summons to court shall contain all the information
- 360 required by the City Code and will be enforced and issued through the
- 361 municipal court. The director shall have the option of causing a summons to
- 362 municipal court to be issued immediately upon discovery of a violation, in lieu
- 363 of a NOV.
- 364

- 365 (4) *Violations deemed a public nuisance.* In addition to the penalties provided in
- 366 Sec. 96-52, any condition caused or permitted to exist in violation of any of the
- 367 provisions of this article is a threat to the public health, safety, or welfare and is
- 368 hereby declared a public nuisance.
- 369

- 370 (5) *Abatement.*
- 371

372 a. Police officers, and other employees of the city authorized by the city

373 manager, or the chief of police are hereby authorized and required to go, in the

374 daytime, in and upon any house, building, lot or premises, whether public or

375 private, for the purpose of removing or abating any nuisance, when abatement

376 of a nuisance is ordered under the provisions of this article.

377

378 b. If a violation has not been corrected pursuant to the requirements set forth in

379 the notice of violation, or in the event of an appeal, within 15 days of the

380 decision of the hearing officer, then the hearing officer shall make an order

381 authorizing the city to abate such nuisance. The abatement shall be subject to

382 appropriated and unencumbered funds being available to perform the

383 abatement. In addition to the city physically abating the nuisance, the city may

384 seek abatement through injunctive relief or any other available legal remedy.

385

- 386 (6) *Costs of abatement.* Whenever the city abates a nuisance under the provisions
- 387 of this article, the owner of the property at the time the nuisance was abated
- 388 shall be personally liable to the city for the cost of the abatement, which shall
- 389 be a lien upon the tract of land where the nuisance was abated until paid in full.
- 390

391 Sec. 96-51. - Appeals process.

392

393 Any person who has been served a notice of violation, stop work order, or other

394 order under this article or any person who has been denied a land disturbance permit

395 may request in writing an appeal within the time and in the manner as set forth in

396 section 74-44 and the procedures set forth therein shall govern the appeal.

397
398 Sec. 96-52. - Penalties for violation.
399

400 Any person who violates the provisions of this article shall be subject to those
401 penalties contained in section 1-7 of \$1,000.00 per day and each and every day shall be
402 deemed a separate offense.
403

404 Sec. 96-53. - Remedy to cause removal.
405

406 The city attorney may seek any appropriate remedy to cause the removal of such
407 sediment including, but not limited to, an injunction, revocation proceedings for any and
408 all permits, licenses, and termination of utility services.
409

410 Sec. 96-54. - Conflicts with other ordinances or laws.
411

412 This article shall not abrogate or annul any existing city, state or federal law,
413 ordinance, rule or regulation. Where any provision of these regulations imposes
414 restrictions different from those imposed by any other regulation, the provision that is
415 more restrictive or imposes a higher standard shall control.
416

417 Sec. 96-55. - Permit fee.
418

419 Each applicant shall pay the applicable fee at the time of application. Such fees
420 shall be established in a schedule adopted by ordinance from time to time.
421

422 Section 2 – This Ordinance shall be in full force and effect from and after
423 passage.
424

425 Passed at meeting: _____
426

427
428 _____
429 Mayor
430

431 Attest: _____, City Clerk
432

433 Filed as Ordinance: _____
434

435
436 Approved as to form: Kyle T. [Signature], Assistant City Attorney
437

438
439 Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021- 177

FILED: 07-06-21

ORIGINATING DEPARTMENT: Environmental Services

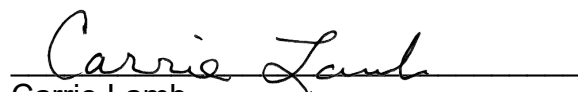
PURPOSE: Amending the Springfield City Code, Chapter 96 Stormwater, Article III Land Disturbance Activity by removing the security requirement and including additional requirements regarding permit duration and termination as well as additional enforcement mechanisms and making other changes necessary for consistency with program policies and state land disturbance regulations.

BACKGROUND INFORMATION: The City is required by its Municipal Separate Storm Sewer System ("MS4") permit to have a land disturbance program to reduce pollutants in stormwater runoff from construction activities. As part of the Springfield-Greene County Integrated Plan, Environmental Services evaluated the land disturbance program to identify opportunities to improve efficiencies and reallocate staff time toward program components that result in the highest pollutant reduction. This analysis determined that the security requirement demands significant staff time for review and execution of contracts. The primary purpose of this requirement was to ensure implementation of erosion and sediment controls and stabilization of the project for permit termination. The proposed modifications remove the security requirement and add additional clarity regarding timelines for permit duration and termination and add additional enforcement mechanisms in the event that a permittee is in noncompliance with their permit. In addition, minor changes are proposed to improve consistency with current land disturbance program policies and state land disturbance regulations.

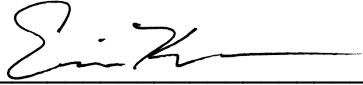
In addition to these changes, the Department of Environmental Services is working with the Missouri Department of Natural Resources ("MDNR") to become a Qualified Local Program ("QLP") for land disturbance permitting in Springfield. If successful, QLP status would remove the need for contractors and developers to obtain a separate Land Disturbance Permit from MDNR.

REMARKS: It is anticipated that the proposed modifications will improve the efficiency of the land disturbance program and streamline the permitting process for the development community while ensuring compliance through inspection and enforcement.

Submitted by:

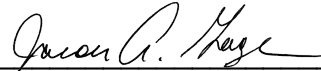

Carrie Lamb
Water Quality Compliance Officer

Recommended by:



Errin Kemper
Director of Environmental Services

Approved by:



Jason Gage
City Manager

One-rdg. _____
P. Hmgs. _____
Pgs. 19
Filed: 07-06-21

Sponsored by: Simpson

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-178

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with
2 Ozark Greenways, Inc., granting a perpetual conservation easement
3 on City-owned property bordering portions of Galloway Creek.
4 _____
5

6 WHEREAS, a healthy riparian corridor with trees and vegetation is an important
7 component of stream health, providing stream bank stabilization as well as slowing
8 down, cleaning, and capturing stormwater runoff; and
9

10 WHEREAS, James River Basin Partnership ("JRBP") is applying for federal grant
11 funds to improve water quality in the upper James River and its tributaries upstream of
12 Lake Springfield; and
13

14 WHEREAS, one of the tributaries of the James River is Galloway Creek, which
15 flows through City-owned properties between Battlefield Road and Southern Hills
16 Boulevard; and
17

18 WHEREAS, to obtain federal grant funds, JRBP is required to provide \$200,000
19 of non-federal matching funds, which can be provided in the form of in-kind donations,
20 including conservation easements; and
21

22 WHEREAS, Ozark Greenways, Inc., is a local land trust and a partner with JRBP
23 on the riparian corridor grant and will hold the easement.
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 grant
29 Ozark Greenways, Inc. perpetual conservation easements on those portions of City-
30 owned property bordering Galloway Creek between Battlefield Road and Southern Hills
31 Boulevard identified as Tract 1 and Tract 2 and depicted in "Exhibit A" and "Exhibit B,"
32 which are attached hereto and incorporated herein by reference, upon condition of
33 JRBP receiving funds through the Section 319 Nonpoint Source Grant Program; said

easements shall be substantially in the form and content as that document attached hereto and incorporated herein by reference as "Exhibit C."

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: Kyle T. [Signature], Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2021- 178

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to grant a conservation easement in perpetuity to protect a portion of Galloway Creek as shown on “Exhibit A” and “Exhibit B.” A sample conservation easement is provided in “Exhibit C.”

BACKGROUND INFORMATION: James River Basin Partnership (“JRBP”) is applying for \$300,000 in federal grant funds from the Section 319 Nonpoint Source Grant Program, administered by the Missouri Department of Natural Resources, for the purpose of improving water quality in the upper James River and its tributaries upstream of Lake Springfield. One of the tributaries is Galloway Creek which flows through City-owned properties between Battlefield Road and Southern Hills Boulevard as shown in Tract 1 and Tract 2 in “Exhibit A” and “Exhibit B.”

To obtain the requested federal funds through this grant program, JRBP is required to provide \$200,000 in non-federal matching funds which can be provided in the form of in-kind donations.

A healthy riparian corridor with trees and vegetation is an important component of stream health, helping to stabilize stream banks as well as slowing down, filtering, and capturing stormwater runoff. One of the best practices for water quality is to provide permanent protection of the riparian corridor with conservation easements.

JRBP is requesting the City of Springfield dedicate conservation easements on these City-owned properties along Galloway Creek so JRBP can utilize the value of the land as part of their non-federal match for the grant application. The easement will be granted to Ozarks Greenways, Inc., a local land trust. If the grant application is successful, a portion of the federal funds will be utilized to assist the City in improving the function of the riparian corridor by removing invasive plant species and establishing native riparian vegetation.

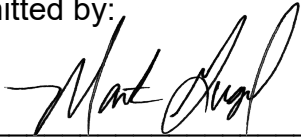
Dedication of the easement shall be contingent upon JRBP receiving federal funds through the Section 319 Nonpoint Source Grant Program as part of this application. Most of these properties are within the limits of FEMA’s special flood hazard area, i.e. floodplain.

Supports the following City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability

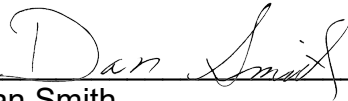
REMARKS: Public Works recommends approval of this Council Bill.

Submitted by:



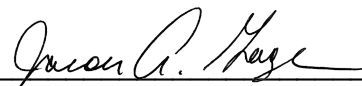
Martin Gugel
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

AS 4616



Exhibit B



City of Springfield, Missouri

0 225 450 900 Feet



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

CONSERVATION EASEMENT

THIS GRANT OF A CONSERVATION EASEMENT is made and entered this ____ day of _____, 2012, by (name of landowner) _____, (hereinafter referred to as "Grantor"), having an address at _____, to Ozark Greenways, Inc. a non-profit corporation whose address is _____ (hereinafter referred to as the "Grantee").

Exhibits to this Conservation Easement include the following:

- | | |
|-----------|--|
| Exhibit A | Legal Description of Protected Property |
| Exhibit B | Site Description and Map of the Protected Property |

RECITALS:

A. **PROTECTED PROPERTY.** Grantor is the owner in fee simple of a strip of land approximately 3.8 miles long, varying in widths from a minimum of ____ feet to a maximum of ____ feet, consisting of approximately _____ acres of land, more or less, located in Greene County, Missouri, which is legally described in **Exhibit A** and depicted in **Exhibit B** attached hereto and incorporated by reference herein ("**Protected Property**").

B. **CONSERVATION VALUES.** The Protected Property, in its present state, has significant conservation value including the protection of the stream corridor from erosion. In addition, vegetative setbacks filter water pollutants (toxic chemicals, nutrients, and sediment) from runoff entering streams. They also function to prevent stream warming, and provide food, cover, and habitat structure for wildlife. The linear corridors provided by stream bank setbacks enhance wildlife movement and migration for sensitive species. Protection of existing natural riparian corridors is critical to the long-term health of streams and downstream receiving waters and is also instrumental in adding aesthetic and economic well-being to the community and such Conservation Values and the Protected Property's state of improvement are documented in a Baseline Documentation Report as described further below.

In particular, the Protected Property lies within the James River Basin and includes, as components of its natural values, riparian components. The property consists specifically of approximately ____ lineal miles, or ____ lineal feet, of the James River corridor and certain of its tributaries, consisting of approximately ____ acres of land, more or less.

C. **EXISTING USES.** The Protected Property is currently used as described above. The Conservation Values of the Protected Property have not been and are not likely to be adversely affected, to any substantial extent, by the use of the Protected Property for grazing of cattle or native grazing animals, as authorized in this Conservation Easement.

D. **QUALIFIED ORGANIZATIONS.** Grantee is a non-profit corporation created to preserve and conserve natural areas and waters for aesthetic, scientific, charitable and educational purposes, has the resources and ability to monitor and enforce the Conservation Easement and restrictions, and is an organization qualified under Section 170(h) of the Internal

Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder, to receive qualified conservation contributions.

GRANT OF CONSERVATION EASEMENT:

For and in consideration of the facts above recited and of the mutual covenants, terms, conditions, and restrictions herein contained and pursuant to the laws of the State of Missouri, and in consideration of the payment Ten Dollars (\$10.00) to Grantor, Grantor hereby grants and conveys unto Grantee and its successors and assigns forever a Conservation Easement in perpetuity over the Protected Property consisting of the following terms and conditions (“**Easement**”).

1. **PURPOSE.** It is the purpose of this Easement to assure that the Protected Property will be retained forever substantially in its present forested condition (or replanted to a forested condition) and to prevent any use of the Protected Property that will significantly impair or interfere with the Conservation Values of the Protected Property. Grantor intends that this Easement will confine the use of the Protected Property to activities that are consistent with the purpose of this Easement.

2. **PROHIBITED USES/RESTRICTIONS.** Any activity on or use of the Protected Property inconsistent with the purpose of this Easement is prohibited. Without limiting the applicability of the foregoing, the following activities and uses are expressly prohibited except as provided in paragraph 3 below:

2.1. **Structures.** There shall be no construction or placing of any house, garage, barn or other building, tennis or other recreational court, golf course, landing strip, mobile home, swimming pool, fence or sign (other than those permitted or required by Grantee for appropriate management, prevention of hunting or trespass, etc.), asphalt, concrete pavement, billboard or other advertising display, antenna, utility pole, tower, conduit, line, wind turbine, automatic yard light or related structures, or any other temporary or permanent structure or facility on the Protected Property except as authorized pursuant to this paragraph 2.1 or paragraph 3.

2.2. **Subdivision.** The Protected Property may be divided, partitioned, subdivided or conveyed. However, the Easement shall not be divided, partitioned, or subdivided.

2.3. **Mining.** There shall be no mining, drilling, exploring for or removal of minerals from the Protected Property.

2.4. **Topography.** There shall be no ditching, trenching, draining, diking, filling, excavating, removal of topsoil, sand, gravel, rock or other materials (including the removal of substratum from streambeds), or any change in the topography of the land in any manner except in conjunction with activities otherwise specifically authorized herein and in accordance with any Conservation Plan and applicable governmental regulations.

2.5. Water. There shall be no manipulation or alteration of creeks, streams, surface or subsurface springs or other bodies of water or the shorelines thereof, except for those manipulations or alterations designed to benefit the agricultural, timber and recreational activities and operations as permitted and set forth in paragraph 3 below, and consistent with the Conservation Plan, if applicable.

2.6. Dumping. There shall be no storage, dumping or accumulation of trash, non-compostable garbage, hazardous or toxic substance or other unsightly or offensive material on the Protected Property, except that certain hazardous or toxic substances and agricultural by-products may be stored on the Protected Property, as needed, in association with agricultural uses otherwise permitted in this Easement, so long as such storage is in accordance with all applicable laws, regulations, and labeling requirements.

2.7. Roads and Impervious Surfaces. There shall be no building of new roads or other rights of ways except for unpaved paths and trails consistent with the preservation of the Protected Property. Existing unpaved roads may be maintained but shall not be widened or improved, except as permitted under paragraph 3 below.

2.8. Vehicles. There shall be no operation of snowmobiles, dune buggies, motorcycles, all-terrain vehicles (ATVs) or other types of motorized recreational vehicles on the Protected Property, except as necessary to carry-out activities otherwise allowed by this Easement. Cars, trucks, and other farm and ranch vehicles shall not be considered as recreational vehicles when used for the agricultural purposes allowed by this Easement. All permitted vehicle use shall be conducted in a manner that minimizes damage to the Conservation Values of the Protected Property.

2.9. Plant Removal and Introduction. There shall be no excavation and/or removal of native plants on or from the Protected Property except for those designated as noxious weeds or considered to be an invasive woody plant species, or when, based on consultation with and written permission from Grantee, it is agreed that excavation and/or removal of other types of native plants would enhance the Conservation Values of the Protected Property. Grazing and uprooting of native plants by livestock or removal of native species by other agricultural range practices that do not significantly compromise the Conservation Values of the Protected Property shall not be considered excavation or removal. The planting or over seeding of trees, grasses or other plant species is prohibited on the Protected Property without the prior written approval of Grantee.

2.10. Spraying. There shall be no indiscriminant broadcast spraying of herbicides or pesticides. Herbicides and pesticides may be used by spot applications (including by gun or boom nozzles) of government approved chemicals to control state-designated noxious weeds, invasive woody species or pest insect infestations, provided their use is designed to minimize the impact on the Conservation Values of the Protected Property. Broadcast spraying of herbicides or pesticides, including aerial applications, may be permitted with prior written approval by the Grantee, provided that, at a minimum, the following conditions are met: (a) spot treatment is not practical because of the severity of the infestation; (b) timing of application is scheduled to minimize damage to non-target species; and (c) type of herbicide or pesticide used has the least impact to non-target species while still being effective in controlling target species. Grantee

shall have sole discretion in granting or denying broadcast spraying of herbicides or pesticides. Herbicides and pesticides shall be used only in those amounts and with a frequency of application that reasonably constitute the minimum necessary for control and shall be used in compliance with all applicable governmental regulations.

3. **GRANTOR'S RESERVED RIGHTS.** Grantor reserves for itself, Grantor's heirs, successors and assigns, all rights as owners of the Protected Property, including exclusive possession of same, the rights to use the Protected Property for all purposes that are not expressly prohibited herein and are not inconsistent with this Easement, and those rights specifically retained in paragraph 2.1. Without limiting the applicability of the foregoing, the following rights are expressly reserved:

3.1. **Conveyance.** Grantor may sell, give, mortgage, lease or otherwise convey the Protected Property, provided that such conveyance is subject to this Easement and written notice is provided to Grantee in accordance with paragraph 5.6 below. Grantor, upon the sale, gift or other conveyance of its fee interest in the Protected Property, shall have no further obligations or liabilities under this Easement.

3.2. **Fences and Other Similar Structures.** Grantor may, but shall not be obligated to, repair, replace, maintain, improve or remove any fence located on the Protected Property as of the date of this Easement. Grantor may construct, repair, replace, maintain, improve or remove additional fencing as Grantor deems necessary to secure the Protected Property, and as required for permitted grazing of livestock on the Protected Property. Upon the prior written consent of Grantee, which consent may be given or withheld in Grantee's sole discretion, Grantor may also construct, repair, replace, maintain, improve or remove small structures necessary for the agricultural and ranching uses of the Protected Property as permitted herein, such as for the watering of livestock.

3.3. **Native Species.** Grantor may undertake to restore and/or enhance the native plant and animal communities on the Protected Property to the extent consistent with the other terms of this Easement.

3.4. **Hunting and fishing.** Grantor, Grantor's invitees, licensees, and lessees may hunt and fish for native or naturalized species on the Protected Property in compliance with all state and federal laws and regulations.

3.5. **Signs.** Grantor may place on the Protected Property interpretive signs, such as signs identifying that the Protected Property is protected by this Easement, or signs identifying prairie habitat improvements, as well as "no hunting," "no trespassing" or similar signs.

3.6. **Preservation.** Grantor may, but shall not be obligated to, undertake activities necessary to maintain or enhance the Conservation Values of the Protected Property, as identified in paragraph B of this Conservation Easement and in the Easement Documentation Report (defined in Section 5.2 below).

3.7 **Timber Resources.** Grantor may selectively harvest timber resources from the Protected Property for personal or commercial use. Such selective harvest shall be conducted in

a manner consistent with the purposes of this Conservation Easement that minimizes the impact on the Conservation Values of the Protected Property, and in accordance with all other terms and conditions of this Conservation Easement.

4. RIGHTS AND REMEDIES of Grantee. In order to accomplish the conservation purposes of this Easement, the Grantee shall have the following rights and remedies:

4.1. Remedies. In the event that Grantee becomes aware of a violation of the terms of this Conservation Easement, Grantee shall give notice to Grantor, at Grantor's last known post office address, of such violation via certified mail, return receipt requested, and request corrective action sufficient to abate such violation and restore the Protected Property to its previous condition. Failure by Grantor to cause discontinuance, abatement or such other corrective action as may be requested by Grantee within thirty (30) days after receipt of such notice shall entitle Grantee to enforce by proceedings at law or in equity the provisions of this Easement including, but not limited to, the right to require the restoration of the Protected Property to its condition at the date of this Easement, subject to the reserved rights of Grantor set forth herein. Grantee, or its successors or assigns, shall not waive or forfeit the right to take action as may be necessary to ensure compliance with the terms and conditions of this Easement by any prior failure to act. If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Protected Property, Grantee may pursue its remedies under this Section 4.1 without prior notice to Grantor or without waiting for the period for cure to expire.

Nothing herein shall be construed to entitle Grantee to institute any enforcement proceeding against Grantor for any changes to the Protected Property due to causes beyond Grantor's control, such as changes caused by fire, flood, storm, infestations, natural deterioration, the acts of third parties legally authorized to act by recorded document or other legally established rights or the unauthorized wrongful acts of third persons; provided, however, that Grantor shall notify Grantee of any occurrence which would adversely affect or interfere with the conservation purpose of the Easement, whether caused by the acts or omissions of Grantor or third parties.

Grantee shall be entitled to seek expedited injunctive relief to enforce its rights with respect to the Protected Property, and Grantor waives any bond requirement otherwise applicable to any petition for such relief.

4.2. Right of Entry. Grantee shall have the right to enter the Protected Property, in a reasonable manner, with advance notice to Grantor and at reasonable times, for the purposes of:

- a. Inspecting the Protected Property to determine if Grantor or Grantor's heirs, successors or assigns, are complying with the provisions of this Easement;
- b. Obtaining evidence for the purpose of seeking judicial enforcement of this Easement;
- c. With Grantor's approval, making scientific and educational observations and studies and taking samples in such a manner as will not disturb the quiet enjoyment of the

Protected Property by Grantor. Grantor shall be allowed to participate in all such observations and studies;

- d. Posting signs for the purpose of promoting provisions of this Easement, with Grantor's approval as to the size and location of signs; and
- e. Removing or controlling invasive plants or animals, at no additional cost to Grantor, and at Grantee's option; such activities by Grantee shall not relieve Grantor of the responsibility of removing and controlling invasive species in accordance with appropriate federal, state and county laws and regulations;

All notices to Grantor under this Section 4.2 may be made either in writing or verbally, at the discretion of the party providing the notice.

4.3. Limitation of Grantee. Nothing contained herein shall give rise, in the absence of a judicial decree, to any right or ability of Grantee to become the owner, arranger or operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of Grantor, or becoming involved in management decisions of Grantor regarding the generation, handling or disposal of hazardous substances.

4.4. Monitoring. Upon written or verbal notice to Grantor, Grantee shall have the right, but not the obligation, to monitor the condition of the rare plant and animal populations, plant communities, and natural habitats on the Protected Property. A written summary of findings shall be provided to Grantor.

4.5. Discretionary Consent. Grantee's consent for activities otherwise prohibited under paragraph 2 above or for any activities requiring Grantee's consent under paragraph 2 or 3 above may be given under the following conditions and circumstances. If, owing to unforeseen or changed circumstances, any of the activities listed in paragraph 2 are deemed desirable by Grantor and Grantee, Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and requests for permission for activities requiring Grantee's consent under paragraph 2 or 3, shall be in writing and shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement. Grantee shall make reasonable efforts to respond to such written request within 60 days of receipt by Grantee. Grantee may give its permission only if it determines, in its sole discretion, that such activities (a) do not violate the purpose of this Easement and (b) either enhance or do not significantly impair any Conservation Values of the Protected Property. Notwithstanding the foregoing, the Grantor and Grantee have no right or power to agree to any activities that would result in the termination of this Easement or to allow residential, commercial or industrial activities not provided for above.

5. GENERAL PROVISIONS.

5.1. Perpetual Burden. This Easement shall run with and burden the Protected Property in perpetuity and shall bind Grantor, and Grantor's heirs, successors and assigns.

5.2. Easement Documentation. Grantor and Grantee agree that the natural characteristics, the ecological and aesthetic features, the physical condition, the present uses and the Conservation Values of the Protected Property at the time of this grant are documented in an Easement Documentation Report, prepared by Grantee and signed and acknowledged by Grantor and a representative of Grantee, establishing the condition of the Protected Property at the time of this grant and including reports, maps, photographs and other documentation. A copy of this Report is maintained at the office of Grantee. Such report may be used by Grantee in any enforcement action.

5.3. Access. Nothing contained in this Easement shall give or grant to the public a right to enter upon or to use the Protected Property or any portion thereof where no such right existed in the public immediately prior to the execution of this Easement except as may be granted by Grantor herein or its successors or assigns.

5.4. Assignment. This Easement is in gross and may be assigned or transferred by the Grantee, or its successors or assigns, and such transfer shall be duly recorded. Grantee agrees that, if it transfers or assigns its interest in this Easement:

- a. The organization or entity receiving this interest will be a qualified organization as that term is defined in Section 170(h)(3) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder and which is organized and operated primarily for one of the conservation purposes specified in Section 170(h)(4)(A) of the Internal Revenue Code, as that section may be amended from time to time, and in the regulations promulgated thereunder; and
- b. The transferee or assignee will be required to carry out in perpetuity the conservation purposes which this Easement was originally intended to advance.

5.5. Dissolution of Grantee. In the event of the dissolution of Grantee, Grantee's interest will be assigned only to a public body or to a private non-profit organization which is a qualified organization as described in paragraph 6.4 of this Easement.

5.6. Subsequent Transfers by Grantor. Unless this Easement is extinguished, as set forth below, Grantor agrees that the terms, conditions, restrictions and purposes of this Easement will either be incorporated by reference or inserted by Grantor in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in all or part of the Protected Property. Grantor agrees to notify Grantee, its successors and assigns of any such conveyance in writing by certified mail within fifteen (15) days after closing.

5.7. Extinguishment. Grantor agrees that this grant of a perpetual Easement gives rise to a property right, immediately vested in Grantee with a fair market value that is equal to the proportionate value that the Easement, at the time of this conveyance, bears to the value of the Protected Property as a whole at the time of conveyance. The proportionate value of Grantee's property rights shall remain a constant fractional share of the unrestricted value of the Protected Property.

If a subsequent unexpected change in the conditions of or surrounding the Protected Property makes impossible or impractical the continued use of the Protected Property for the

conservation purposes described herein, and if the restrictions of this Easement are extinguished by judicial proceedings (including, but not limited to, eminent domain proceedings), then upon the sale, exchange or involuntary conversion of the Protected Property, Grantee shall be entitled to a share of the proceeds at least equal to the proportionate value of the Easement described above. Grantee will use its share of any and all proceeds received for such sale, exchange or involuntary conversion in a manner consistent with the conservation purposes of this Easement or for the protection of a "relatively natural habitat of fish, wildlife, or plants or similar ecosystem," as that phrase is used in Section 170(h)(4)(A)(ii) of the Internal Revenue Code, as that section may be amended from time to time, and in regulations promulgated thereunder.

5.8. Title Warranty. Grantor hereby warrants and represents that Grantor is seized of the Protected Property in fee simple and has good right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances except those of record that have been approved by Grantee and that Grantee and its successors and assigns shall enjoy all of the benefits derived from and arising out of this Easement. Any present or future mortgage on the Protected Property has been or will be subordinated to this Easement.

5.9. Hazardous Waste. Grantor represents and warrants that no hazardous substance or materials or toxic waste exists or has been generated, treated, stored, used, disposed of, or deposited in or on the Protected Property, and that there are not now any underground storage tanks located on the Protected Property. In addition, Grantor warrants that Grantor is in compliance with and will continue to be in compliance with all applicable environmental laws.

Grantor warrants that it is in compliance with and shall remain in compliance with, all applicable Environmental Laws. Grantor warrants that there are no notices by any governmental authority of any violation or alleged violation of, non-compliance or alleged non-compliance with or any liability under any Environmental Law relating to the operations or conditions of the Property. Grantor warrants that it has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

5.10. General Indemnification. [Intentionally omitted]

5.11 Real Estate Taxes. Grantor agrees to pay any and all real property taxes and assessments levied by competent authority on the Protected Property and that Grantee shall have no duty or responsibility to manage or maintain the Protected Property.

5.12. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep Grantee's interests in the Protected Property free of any liens arising out of any work performed for, materials furnished to or obligations incurred by Grantor.

5.13. Re-recording. Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Easement; for such purpose, Grantor appoints Grantee as Grantor's attorney-in-fact to execute, acknowledge and deliver any necessary instrument on Grantor's behalf. Without limiting the foregoing, Grantor agrees to execute any such instruments upon request.

5.14. Definitions. The terms "Grantor" and "Grantee" as used herein shall be deemed to include, respectively, Grantor, its successors and assigns, and Grantee, its successors and assigns.

5.15. Notices. Any notices required under this Easement shall be sent by registered or certified mail, return receipt requested, to the following addresses or such addresses as may be hereafter specified in writing:

GRANTOR

GRANTEE

Except as otherwise stated herein, any other notices required by this Easement shall be sent by mail to the following addresses or such addresses as may be hereafter specified in writing:

GRANTOR

GRANTEE

5.16. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of the Easement

and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid shall not be affected thereby.

5.17. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to affect the purpose of this Easement and the policy and purpose of Missouri Statutes. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

5.18. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussion, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

5.19 No Merger. Should Grantee acquire fee title to the Protected Property, no merger shall occur and this Easement and the fee shall continue to be managed as separate estates.

TO HAVE AND TO HOLD the above-described Conservation Easement to the use, benefit, and behalf of Grantee, its successors and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this Conservation Easement this _____ day of _____, 2012.

GRANTOR

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2012 by _____.

Notary Public
My Commission Expires:

ACCEPTANCE

The foregoing Conservation Easement is hereby duly accepted by Grantee this _____ day of _____, 2012.

[Name of grantee]

By: _____

Title: _____

STATE OF _____)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012 by _____, the _____ of [name of grantee], a non-profit corporation under the laws of the [state], on behalf of said corporation.

Notary Public
My Commission Expires:

EXHIBIT A
Legal Description of Protected Property

EXHIBIT B

Site Description/Map of Protected Property

One-rdg. _____
P. Hmgs. _____
Pgs. 12
Filed: 07-06-21

Sponsored by: McGull

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-179

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for the National Avenue and Commercial
2 Street Signal Replacement project; accepting the bid of Ewing Signal
3 Construction, LLC, in the amount of \$159,359.08 for said project; and
4 authorizing the City Manager, or his designee, to enter into a contract
5 with such bidder.
6 _____
7

8 WHEREAS, Ewing Signal Construction, LLC, is the lowest responsive and
9 responsible bidder for the National Avenue and Commercial Street Signal Replacement
10 project, Plan No. 2017PW0033 (the "Project"); and
11

12 WHEREAS, the Project will replace the existing traffic signal equipment and
13 reconstruct sidewalks at the intersection to meet ADA standards, as depicted on
14 "Exhibit A," which is attached hereto and incorporated herein by this reference; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from May 28, 2021, to June 1, 2021, and responsive bids were opened on June
18 22, 2021.
19

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

23 Section 1 – City Council hereby approves the plans and specifications for the
24 National Avenue and Commercial Street Signal Replacement project, Plan No.
25 2017PW0033, and accepts the bid of Ewing Signal Construction, LLC, for said Project,
26 at the price and sum of \$159,359.08, except as said sum may be lawfully increased or
27 decreased by the actual quantities of work units involved.
28

29 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
30 a contract with said bidder for such work, said contract to be in substantially similar form
31 to the document attached hereto, and incorporated herein by this reference, as "Exhibit
32 B," and in accordance with the terms of the bid, the plans, and the specifications.
33

34 Section 3 – All workers performing work under the contract attached hereto as
35 “Exhibit B,” shall be paid a wage of no less than the prevailing hourly rate of wages for
36 work of a similar character in this locality or the public works contracting minimum wage,
37 whichever is applicable. Contractor shall fully comply with the provisions and
38 requirements of the Missouri State Prevailing Wage Law. Contractors and any
39 subcontractor performing work under this contract must provide a 10-hour OSHA
40 construction safety training program, or similar program approved by the Department of
41 Labor, for on-site employees, unless employees demonstrate they previously completed
42 the program.

43
44 Section 4 – This Ordinance shall be in full force and effect from and after
45 passage.

46
47 Passed at meeting: _____

48
49
50 _____
51 Mayor

52
53 Attest: _____, City Clerk

54
55 Filed as Ordinance: _____

56
57
58 Approved as to form: Kyle T. [Signature], Assistant City Attorney

59
60
61 Approved for Council action: Jason A. [Signature], City Manager

EXPLANATION TO COUNCIL BILL 2021- 179

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the National Avenue and Commercial Street Signal Replacement Project; accepting the bid of Ewing Signal Construction, LLC, in the amount of \$159,359.08 for the project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project consists of replacing the existing traffic signal equipment, and reconstructing sidewalks at the intersection to meet ADA standards. Bids were solicited for this project by advertising in *The Daily Events* from May 28, 2021, through June 1, 2021. Bids were opened on June 22, 2021, at 10:30 a.m., with the following bid received:

<u>Contractor</u>	<u>Bid Amount</u>
Ewing Signal Construction, LLC	\$159,359.08
Engineer's Estimate	\$174,856.05

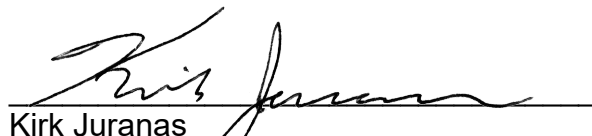
The bid, if accepted, will be funded from the 1/4-Cent Capital Improvement Sales Tax Traffic Signal/Traffic Calming Program, and the funds are already budgeted.

Supports the following 2021 City Council Core Priorities:

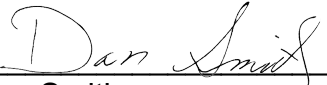
- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: Public Works recommends acceptance of the bid of Ewing Signal Construction, LLC, as the lowest responsible bid and passage of this ordinance.

Submitted by:


Kirk Juranas
Assistant Director of Public Works

Recommended by:



Dan Smith
Director of Public Works

Approved by:



Jason Gage
City Manager

National Ave & Commercial Street



Signal Replacement

EXHIBIT A

BNSF Railroad

N National Ave

E Commercial St

E Commercial St

N National Ave

PLAN #2017PW0033

City of Springfield, Missouri GIS

EXHIBIT B

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:	
CITY		CONTRACTOR	
CITY OF SPRINGFIELD 840 BOONVILLE, P.O. BOX 8368 SPRINGFIELD, MO 65802 PHONE: (417) 864-1167 FAX: (417) 864-1176 ATTN: TOM DANCEY, P.E., PTOE DEPT.: PUBLIC WORKS — TRANSPORTATION MGMT.		NAME: EWING SIGNAL CONSTRUCTION, LLC ADDRESS: 1730 N. GREGORY DR. NIXA, MO 65714 PHONE: (417) 724-9405 FAX: (417) 724-9929 ATTN: DAVID EWING	

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

**National Avenue & Commercial Street
Signal Replacement
(Plan No. 2017PW0033)**

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform, and to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within 60 calendar days from the date Contractor is ordered to proceed, which order shall be issued by the Director of Public Works within 30 days after the date of this contract.

2. Prevailing Wages. All workers performing work under this Contract shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality or the public works contracting minimum wage, whichever is applicable, as set out in the Wage Order attached to and made part of the specification for work under this Contract. If at any time the Contractor is found to not have paid prevailing wages, the Contractor shall forfeit as a penalty to the City one hundred dollars for each calendar day or portion of a calendar day for each worker paid less than the stipulated required rates for any work done under this Contract by the Contractor or by any subcontractor under the Contractor. Notwithstanding the foregoing, if the engineer's estimate of the total project cost or the bid accepted by the City is \$75,000.00 or less, then all labor utilized in the construction of the improvements shall not be required to pay the "prevailing rate of wages" or the public works minimum wage. However, if the project becomes subject to a change order that increases the total project cost to more than \$75,000.00, a "prevailing hourly rate of wages" or the public works contracting minimum wage, whichever is applicable, shall be paid for all labor utilized in the construction of the improvements but only for that portion of the project which exceeds \$75,000.00.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor 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 of Springfield, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Springfield 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 of Springfield. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or 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 Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Public Works, P.O. Box 8368, Springfield, MO 65801-8368

Such policies shall name the City as an additional 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 of January 1, 2020, 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 Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Nine Hundred Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) 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. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys fees of Contractor, its employees, officers or agents. Contractor 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. Aggregate Limit must apply on a Per Project basis, and the endorsement must accompany the certificate of insurance. A Waiver of Subrogation endorsement must be provided by contractor in favor of the City.

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 Five Thousand Six Hundred Sixty-four Dollars and no/100 Dollars (\$2,905,664.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Thirty-five Thousand Eight Hundred Forty-nine and no/100 Dollars (\$435,849.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price. The policy shall name as insured the Contractor and the City of Springfield.

e. **Subcontracts**. In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor 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 Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), 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.

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 Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor'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.

4. Performance, Labor, and Materials Payment Bond: The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the amount of **One Hundred Fifty-Nine Thousand Three Hundred Fifty-Nine Dollars and Eight Cents (\$159,359.08)** conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Contractor's responsibility for subcontractors. The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

6. General Independent Contractor Clause. This agreement 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 public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the 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.

7. Liquidated Damages. Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to substantially complete the work within the time specified in the contract, or within such extra time as may be allowed, Contractor (or surety) shall be liable to the City in the amount of \$500 per day for each and every calendar day that the contract remains uncompleted after the time allowed for substantial completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City. The project is not considered complete until final acceptance by the City. After substantial completion, liquidated damages for failure to complete the remaining work shall be in the amount specified in the General Conditions, unless an amount is provided in the Job Special Provision, in which case, the Job Special Provision amount will apply.

8. Termination for Cause. The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor

or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

9. City's Right to Proceed. In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

10. Termination for Convenience of City. The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor 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 Contractor 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 Contractor.

11. Guards and Lights. The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

12. Liability and Indemnity.

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 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.

b. The Contractor 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 Contractor 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 Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor 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.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, 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.

e. 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.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor'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 required of the Contractor under this agreement.

g. The Contractor 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.

13. 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.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. 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 **One Hundred Fifty-Nine Thousand Three Hundred Fifty-Nine Dollars and Eight Cents (\$159,359.08)** unless specifically and mutually agreed to in writing by both the City and the Contractor. No partial payment to the Contractor shall operate as approval of acceptance of work done or materials furnished hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Springfield Standard General Conditions and Technical Specifications for Public Works Construction (07-01-13 Revised Edition)
- e. Special Conditions & Provisions
- f. Proposal
- g. Statement of Bidder's Qualifications
- h. Acknowledgment
- i. Performance Bond
- h. Payment and Material Bond
- k. Instructions to Bidders
- l. Non-collusion Affidavit
- m. Notice to Proceed

This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Springfield, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of RSMo. Section 105.450 et seq. shall not be violated.

19. 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 and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, 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 agreement.

20. Nondiscrimination. 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 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 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.

21. 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 351.570 RSMo.

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.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by city code and 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 and that the Contractor is current on any City taxes is verified.

24. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees, unless such employees hold documentation of prior completion of the program, within sixty (60) days of beginning work on the construction project. The Contractor shall provide an acceptable notarized affidavit stating that Contractor has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assess penalties from the payment due to those contractors and subcontractors. The penalties shall not begin to accrue until the time periods in the statute have elapsed (60 days after notice to proceed and 20 days to produce documentation for employee found in violation).

25. 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.

26. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or 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 owed by Contractor is current.

27. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

28. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

IN WITNESS WHEREOF, the parties hereto evidence their agreement to the terms of this Contract by their signatures below.

REVIEWED BY:

Assistant Director of Public Works

RECOMMENDED BY:

Director of Public Works or Acting Director

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 Assistant City Attorney

CONTRACTOR:

By: _____

Printed 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 his/her designee

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 07-06-21

Sponsored by: Romine

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-180

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an Intergovernmental
2 Cooperative Agreement with the Ozarks Transportation Organization,
3 for the purpose of funding a study of the North 13 Corridor Study; and
4 amending the Fiscal Year 2021-2022 budget of the Department of
5 Public Works in the amount of \$80,000 to appropriate Federal Surface
6 Transportation Block Grant funds for this project.
7 _____
8

9 WHEREAS, the Ozarks Transportation Organization ("OTO") is proposing a
10 study to examine solutions to improve safety and congestion on Highway 13 in the
11 areas around Interstate 44 and Norton Road; and
12

13 WHEREAS, OTO is proposing to select and contract with a transportation
14 consultant estimated to cost \$300,000, with Greene County and the City of Springfield
15 partnering with OTO to fund the study; and
16

17 WHEREAS, the City would be responsible for one-third of the cost of the study,
18 with the City's costs not to exceed \$100,000; and
19

20 WHEREAS, eighty percent of the City's costs will be funded from the City's
21 allocated Federal Surface Transportation Block Grant-Urban, and the required twenty
22 percent local match will be funded from the 1/4-cent Capital Improvements Sales Tax
23 and is already budgeted.
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 a Intergovernmental Cooperative Agreement with OTO, said agreement to be in
30 substantially the same form as "Exhibit A," which is attached hereto and incorporated
31 herein by reference.
32

33 Section 2 – The budget of the Department of Public Works for Fiscal Year 2021-
34 2022 is hereby amended in the accounts and in the amounts as shown on Budget
35 Adjustment No. 005, a copy of which is attached hereto and incorporated herein by
36 reference as “Exhibit B.”
37

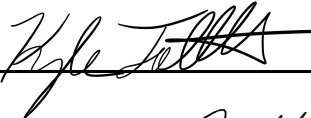
38 Section 3 – This Ordinance shall be in full force and effect from and after
39 passage.
40

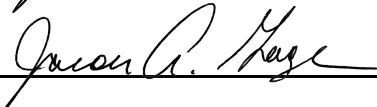
41 Passed at meeting: _____
42

43
44 _____
45 Mayor
46

47 Attest: _____, City Clerk
48

49 Filed as Ordinance: _____
50

51
52 Approved as to form: , Assistant City Attorney
53

54
55 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 180

FILED: 07-06-21

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an Intergovernmental Cooperative Agreement with the Ozarks Transportation Organization (“OTO”) to share in the costs associated with the North 13 Corridor Study, and amending the budget of the Department of Public Works for Fiscal Year 2021-2022 in the amount of \$80,000 to appropriate Federal Surface Transportation Block Grant-Urban funds to finance a portion of the City’s contribution toward the study.

BACKGROUND INFORMATION: The North 13 Corridor Study will examine solutions to improving safety and congestion around the Interstate 44 and Highway 13 (Kansas Expressway) interchange. This section of Highway 13 consistently experiences delays and crashes associated with stopped traffic at the interchange and at Norton Road. The Ozarks Transportation Organization is proposing to take the lead in a three-way partnership to fund the study among the City of Springfield, Greene County, and OTO to examine the best solution based on outcomes and project costs. The Missouri Department of Transportation (“MoDOT”) will participate on the steering committee and provide traffic modeling services. Once a solution has been recommended, OTO, Greene County, and the City will work with MoDOT to identify funding for the improvement. A transportation consultant will be selected and will contract directly with OTO to perform the study. This Intergovernmental Cooperative Agreement defines the terms under which the City will share in the cost of the study.

The total cost is estimated at \$300,000, one-third of which the City will reimburse to OTO, not to exceed \$100,000. Of the City portion, \$80,000 (80%) would be funded from the City’s allocated Federal Surface Transportation Block Grant-Urban (“Exhibit B”). The required minimum 20% local match of \$20,000 would be funded from the 1/4-cent Capital Improvements Sales Tax – Road Concept Design Program and is already budgeted.

Supports the following 2021 City Council Core Priorities:

- Quality of Place
- Economic Vitality
- Public Safety

REMARKS: This is an example of the City collaborating with regional partners to improve our transportation system. Public Works recommends approval of this Council Bill and budget adjustment.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:

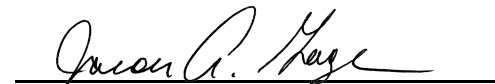

Jason Gage, City Manager

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	TERMINATION DATE	CONTRACT NUMBER:	
(X) NEW CONTRACT			
CITY		CONTRACTOR	
City of Springfield 840 Boonville, P.O. Box 8368 Springfield, MO 65802 Phone: (417) 864-1938 Attn: Kirk Juranas, Public Works		Ozarks Transportation Organization 2208 W. Chesterfield Blvd., Suite 101 Springfield, MO 65807 Phone: (417) 865-3047 Attn: Sara Fields, Executive Director	

**INTERGOVERNMENTAL COOPERATIVE AGREEMENT:
NORTH 13 CORRIDOR STUDY**

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by the parties identified above,

WITNESSETH:

THAT, WHEREAS, Highway 13 consistently experiences delays and crashes associated with traffic in the area of Interstate 44 and Norton Road; and

WHEREAS, the Ozarks Transportation Organization ("OTO") has proposed a three-way partnership with the City of Springfield ("City") and Greene County to fund a study to examine potential solutions to traffic-related issues on Highway 13; and

WHEREAS, the City desires to enter into an agreement to share costs associated with this study in an amount not to exceed \$100,000, of which \$80,000 would be funded from the City's allocated Federal Surface Transportation Block Grant and \$20,000 funded from the 1/4-cent Transportation Sales Tax.

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the City and the OTO as follows:

1. **Selection and Contracting with Consultant.** OTO shall, at its sole cost and expense, select and contract with a qualified transportation consultant ("consultant") to perform a study to examine traffic safety and congestion issues around the intersections of Interstate 44 & Highway 13 and Norton Road & Highway 13, including other areas along and beyond the corridor as may be defined in the study scope, and recommend the best solution to those issues based on outcomes and project costs. The findings and recommendations of the consultant, along with all information, data, and reports used to make such findings and recommendations, shall be furnished to the City upon receipt by OTO.

2. **Cost share.** The parties agree to cost share this project in the following manner:

- a. City shall be responsible for one-third of actual costs. Actual costs shall mean the amount to be paid to the consultant selected by OTO as specified in the contract between the consultant and OTO. It is expressly understood that in no event will the total compensation and reimbursement to be paid to OTO under the terms of this Contract exceed the sum of One Hundred Thousand Dollars (\$100,000). The City's contribution will be composed of STP-Urban funds and local funds.
- b. The City agrees that OTO may program up to Eighty Thousand Dollars (\$80,000) of STP-Urban funds allocated to the City by OTO in partial fulfillment of the City's responsibilities under this agreement.

- c. The remainder of the City's contribution, in an amount not to exceed Twenty Thousand Dollars (\$20,000), shall be paid by the City to OTO in the form of a cash payment.

3. **Payment Due.** City agrees to pay its share of costs upon completion of OTO's contract and upon City's receipt of the consultant's final deliverables, including study findings and recommendations.

4. **Term.** OTO shall commence selection and contracting with a consultant as soon as practicable after the execution of this Agreement, unless otherwise directed in writing by the City.

5. **Liability and Indemnity.** 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.

6. **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 Agreement. A violation of this provision renders the Agreement void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. OTO 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. OTO further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by OTO.

7. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the OTO under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the OTO without prior written approval of the City.

8. **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.

9. **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.

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

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
005

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	\$ 80,000	Federal STBG Grant Revenues
Net Revenue Adjustment						\$ 80,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	508350	000000	00000	\$ 80,000	Highway 13 North Corridor Study, including the Interstate 44 Interchange Area, in partnership with the Ozark Transportation Organization (OTO), Greene County, and MoDOT
Net Expenditure Adjustment						\$ 80,000	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2021-22 budget by appropriating federal STBG grant funds (\$80,000) for partial funding of a Highway 13 North Corridor Study based on the proposed Agreement with the Ozark Transportation Organization (OTO). The local 20% match of \$20,000 will be funded by the 1/4 Cent Capital Improvement Sales Tax Road Concept Design Program that is already budgeted.

Requested By:

Dan Smith 07/06/21
Department Head Date

Approved By:

DL Holt 07/06/21
Director of Finance Date

Authorization:

Council Bill No. 2021-180
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-181

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2020-2021 operating budget of the City of Springfield in
2 the General Fund by increasing both revenue and expenses in the amount
3 of \$93,580, for the purpose of adjusting for certain reimbursements and
4 associated offsetting expenses as well as adjusting the salary budget for
5 retirement payouts.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for the General Fund
15 needs to be adjusted for revenue and expense adjustment of \$93,580 for
16 reimbursements and to adjust the salary budget for retirement payouts.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2020-2021 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 075, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hage, City Manager

EXPLANATION TO COUNCIL BILL 2021- 181

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2020-2021 operating budget in the General Fund by increasing both revenue and expenses in the amount of \$93,580.

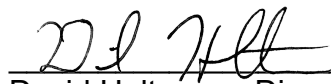
BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2020-2021 ended on June 30, 2021, the books remain open for year-end entries.

The Fiscal Year 2020-2021 year-end budget adjustment includes a revenue and expense adjustment of \$93,580 for reimbursements. This year's reimbursements include funds from Greene County and Republic for Niche software, and operating expense reimbursement from Ozark Greenways.

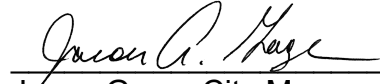
Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2020-2021; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds, due to a large number of retirees, while other departments have funds available due to vacancies.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2020-2021 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2020-2021 budget.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
075

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	16	80030	414110			\$ 6,080	Ozark Greenways reimbursment
10110	18	97510	413030			87,500	Police - Republic and Greene Co. reimbursement for Niche
Net Revenue Adjustment						\$ 93,580	

Expenditures:

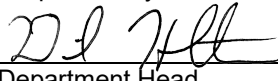
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	16	80030	505830			\$ 6,080	Ozark Greenways supplies reimbursement
10110	18	97510	504580			87,500	Police - Republic and Greene Co. reimbursement for Niche
10110	03	10010	500110			(26,242)	Move Fire Protection Review Specialist from BDS to Fire
10110	10	15030	500110			26,242	Move Fire Protection Review Specialist from BDS to Fire
10110	13	17010	505830			27,000	IS - Server Storage Needed
10110	15	19020	500130			26,780	Municipal Court - temp wages for Show-Me Courts
10110	20	79070	508570			8,400	PW - Building S Window Replacement
10110	20	74010	504580			4,684	PW - Calaboose Window Repair
10110	06	13120	502780			(66,864)	General Fund contingency adjustment
10110	03	10010	500110			35,000	Building Development Services - Salaries
10110	04	11030	500110			20,000	City Attorney - Salaries
10110	06	13010	500110			75,000	City Manager - Salaries
10110	09	14120	500110			100,000	Finance - Salaries
10110	10	15020	500110			240,000	Fire - Salaries
10110	12	16010	500110			(95,000)	Human Resources - Salaries
10110	13	17010	500110			(70,000)	Information Systems - Salaries
10110	15	19020	500110			(60,000)	Municipal Court - Salaries
10110	18	97510	500110			(275,000)	Police - Salaries
10110	19	20010	500110			30,000	Public Information Office - Salaries
Net Expenditure Adjustment						\$ 93,580	

Fund Balance Appropriation:

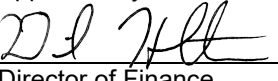
Fund	Title	Amount

Explanation: To amend the fiscal year end 2020-21 budget for the General Fund.

Requested By:

 07/06/21
Department Head Date

Approved By:

 07/06/21
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2021-181
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 07-06-21

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2021-182

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the Fiscal Year 2020-2021 operating budget of the City of Springfield by
2 increasing both revenue and expenses in the amount of \$313,228, in
3 various Special Revenue and Capital Project Funds, for the purpose of
4 accounting for certain reimbursements and associated offsetting
5 expenses.
6 _____
7

8 WHEREAS, during a fiscal year, various events occur resulting in revenue and
9 expenses which were not anticipated at the time the budget was developed; and
10

11 WHEREAS, for efficiency purposes these adjustments to the budget are typically
12 handled toward the end of the fiscal year or shortly thereafter; and
13

14 WHEREAS, the Fiscal Year 2020-2021 operating budget for various Special
15 Revenue and Capital Project Funds needs to be adjusted for reimbursements and
16 associated offsetting expense items.
17

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

21 Section 1 – The budget of the City of Springfield for Fiscal Year 2020-2021 is
22 hereby amended in the accounts and in the amounts as shown on Budget Adjustment
23 No. 076, a copy of which is attached hereto and incorporated herein by this reference
24 as “Exhibit A.”
25

26 Section 2 – City Council finds the budget adjustment has been recommended by
27 the City Manager and that the budget adjustment made herein is necessary to reconcile
28 differences between budgeted revenues and expenditures and actual revenues and
29 expenditures.
30

31 Section 3 – City Council hereby directs the City Manager to cause the
32 appropriate accounting entries to be made in the books and records of the City.
33

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

36
37 Passed at meeting: _____

38
39 _____
40 Mayor

41
42 Attest: _____, City Clerk

43
44 Filed as Ordinance: _____

45
46
47 Approved as to form: Jill Burris, Assistant City Attorney

48
49
50 Approved for Council action: Jason A. Hays, City Manager

EXPLANATION TO COUNCIL BILL 2021- 182

FILED: 07-06-21

ORIGINATING DEPARTMENT: Finance

PURPOSE: Amending the City's Fiscal Year 2020-2021 operating budget by increasing both revenue and expenses in the amount of \$313,228, in various Special Revenue and Capital Project Funds.

BACKGROUND INFORMATION: During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2020-2021 ended on June 30, 2021, the books remain open for year-end entries.

The Fiscal Year 2020-2021 year-end budget adjustment includes \$57,800, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code.

The Police department received \$2,915, for the sale of brass. The proceeds from the sale of two properties, originally purchased through the Capital Improvement Sales Tax, is returned to those funds totally \$20,800. Reimbursements from other agencies include: Internal Revenue Service, Federal Bureau of Investigation, Greene County, and the Missouri Department of Transportation for various expenses incurred by the City totaling \$218,312. Insurance reimbursements were also received for \$13,401, for Public Works capital project funds.

REMARKS: The purpose of this budget adjustment is to adjust the Fiscal Year 2020-2021 budget for reimbursements and associated offsetting expense items. This budget adjustment includes special revenue, capital project and enterprise funds. These funds are designated for a specific purpose and must be used only for this purpose.

Recommended by:


David Holtmann, Director of Finance

Approved by:


Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
076

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414080	000000	00000	\$ 57,800	BDS - Fire Escrow Fund payouts
25060	18	97580	413100	000000	00000	2,915	Police - Sale of brass
25060	18	92700	414110	000000	00000	2,429	Police IRS Reimbursement
25060	18	92700	414110	000000	00000	27,684	Police FBI Reimbursement - build-out of joint space
28010	20	78010	414110	000000	00000	280	Public Works - Insurance Reimbursement
40056	20	73020	414110	100960	00000	38,850	Public Works - MoDOT project reimbursement
40058	20	73020	414110	102358	00000	139,903	Public Works - MoDOT project reimbursement
41020	20	73020	417010	101232	00000	20,000	Public Works - property sale proceeds - 3409 S Parkhill Ave
41060	20	73020	417010	101232	00000	800	Public Works - Property sale proceeds - 4177 S Broadway
41090	20	73020	414110	102305	00000	653	Public Works - Insurance Reimbursement
41100	20	73020	414110	102739	00000	12,469	Public Works - Insurance Reimbursement
46100	20	73020	414110	102305	00000	9,445	Public Works - Greene County Reimbursement
Net Revenue Adjustment						\$ 313,228	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	\$ 57,800	BDS - Fire Escrow Fund payouts
25060	18	97580	501190	000000	00000	2,915	Police - Sale of brass
25060	18	92700	501340	000000	00000	2,429	Police IRS Reimbursement
25060	18	92700	509110	000000	00000	27,684	Police FBI Reimbursement - build-out of joint space
28010	20	78010	509110	000000	00000	280	Public Works - Insurance Reimbursement
40056	20	73020	509110	100960	00000	38,850	Public Works - MoDOT project reimbursement
40058	20	73020	509110	102358	00000	139,903	Public Works - MoDOT project reimbursement
41020	20	73020	509110	101232	00000	20,000	Public Works - property sale proceeds - 3409 S Parkhill Ave
41060	20	73020	509110	101232	00000	800	Public Works - Property sale proceeds - 4177 S Broadway
41090	20	73020	509110	102305	00000	653	Public Works - Insurance Reimbursement
41100	20	73020	509110	102739	00000	12,469	Public Works - Insurance Reimbursement
46100	20	73020	509110	102305	00000	9,445	Public Works - Greene County Reimbursement
Net Expenditure Adjustment						\$ 313,228	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the fiscal year end 2020-21 budget for reimbursements received for various funds.

Requested By:

DL Hill 07/06/21
Department Head Date

Approved By:

DL Hill 07/06/21
Director of Finance Date

Authorization:

Council Bill No. 2021-182
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. X
P. Hmgs.
Pgs. 3
Filed 07-06-21

Sponsored by Simpson

COUNCIL BILL 2021-183 RESOLUTION

A RESOLUTION

CONFIRMING the appointment of Brad Fisher to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

1 WHEREAS, the petition establishing the Southern Hills Community Improvement
2 District ("CID"), adopted by passage of Special Ordinance 27019, establishes the
3 qualifications and process for appointing members to the CID's Board; and
4

5 WHEREAS, said petition provides that CID Board members are appointed by the
6 Mayor with the advice and consent of City Council; and
7

8 WHEREAS, there is currently a need to appoint one member to the Southern
9 Hills CID Board of Directors; and
10

11 WHEREAS, the Mayor desires to appoint Brad Fisher to the Southern Hills CID
12 Board of Directors.
13

14 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
15 SPRINGFIELD, MISSOURI, as follows, that:
16

17 Section 1 – City Council hereby confirms the appointment of Brad Fisher to the
18 Southern Hills Community Improvement District Board of Directors. Mr. Fisher's term
19 shall expire on April 9, 2024.
20

21 Section 2 – This Resolution shall be effective immediately upon adoption.
22

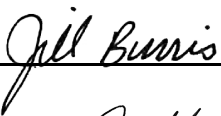
23 Passed at meeting: _____
24

25 _____
26 Mayor
27

28 Attest: _____, City Clerk
29

30 Filed as Resolution _____

31
32
33
34
35
36

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2021- 183

FILED: 07-06-21

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To confirm the appointment of Brad Fisher to the Southern Hills Community Improvement District Board of Directors. (Staff recommends approval.)

BACKGROUND INFORMATION: As required by the petition establishing the Southern Hills Community Improvement District (CID), the City Council must confirm appointees to the CID Board of Directors. The CID Board of Directors recommends the following individual be appointed to the Board:

<u>Seat</u>	<u>Name</u>	<u>Qualification</u>	<u>Term Expires</u>	<u>Notes</u>
3	Brad Fisher	Real property owner in District	4/9/2024	New appointment to fill unexpired term

REMARKS: Staff recommends approval.

Submitted by:



Matt D. Schaefer, AICP
Senior City Planner

Recommended by:



Brendan Griesemer, AICP
Acting Director

Approved by:



Jason Gage, City Manager

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.

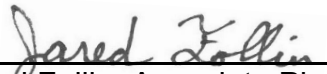
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

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.

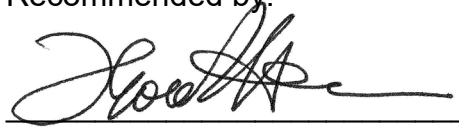
REMARKS:

Staff recommends approval.

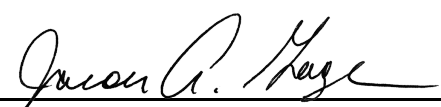
Submitted by:


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



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.

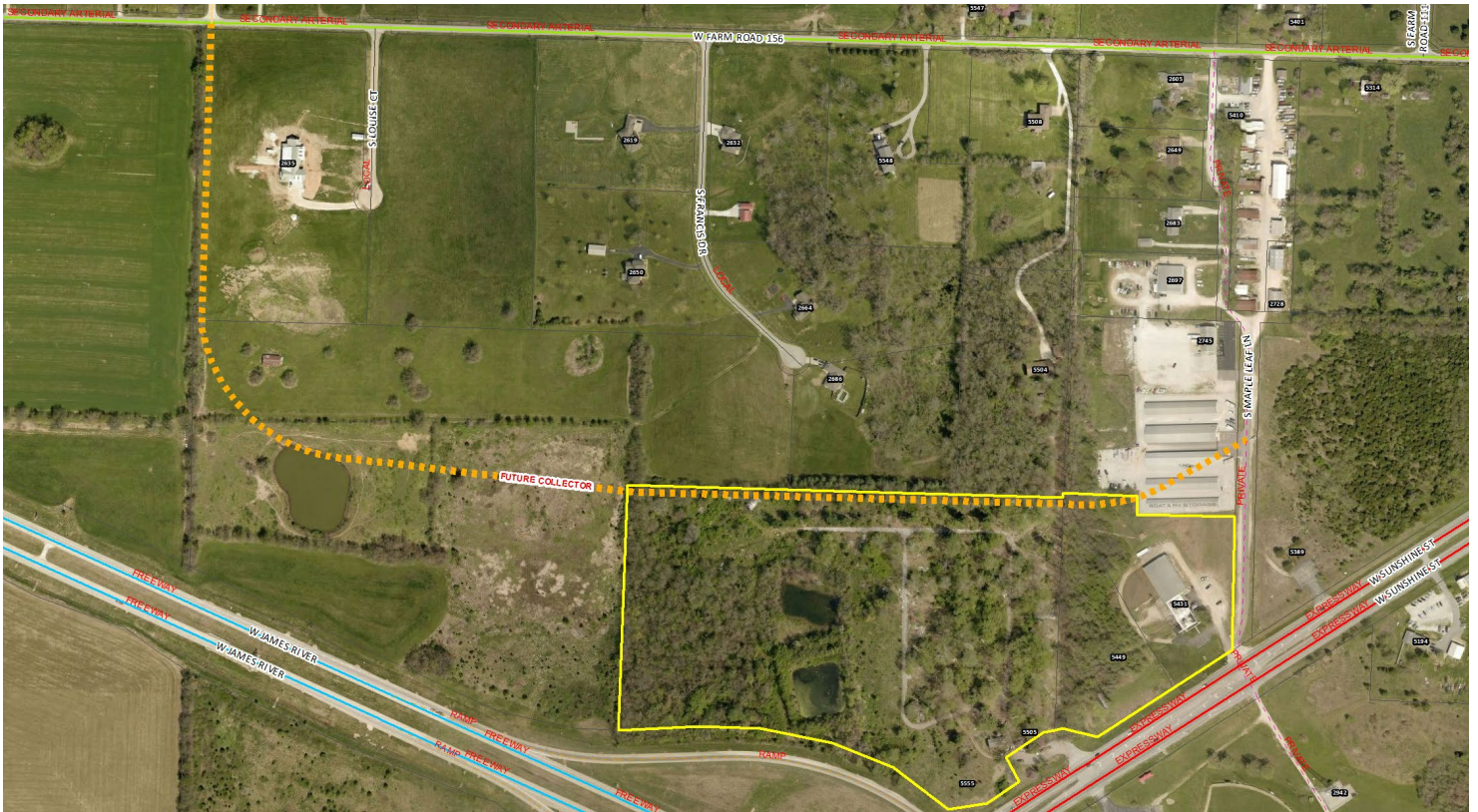
The granting of the variance would not be detrimental to the public safety, convenience or welfare or be injurious to other property in the vicinity.

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

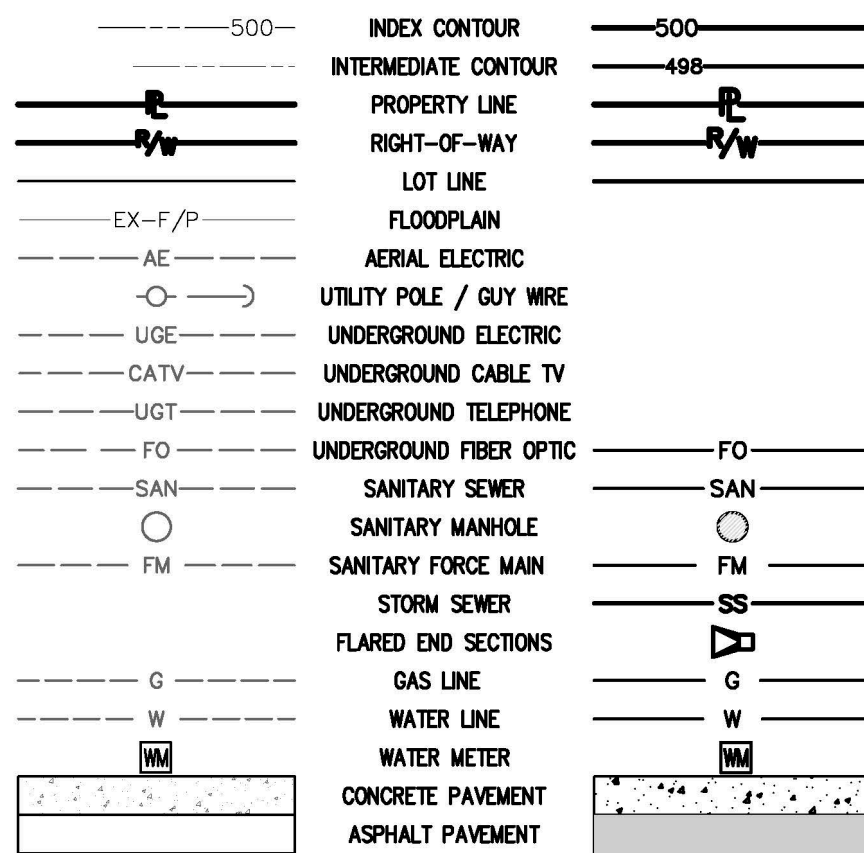
MAJOR THOROUGHFARE PLAN:

ATTACHMENT 4



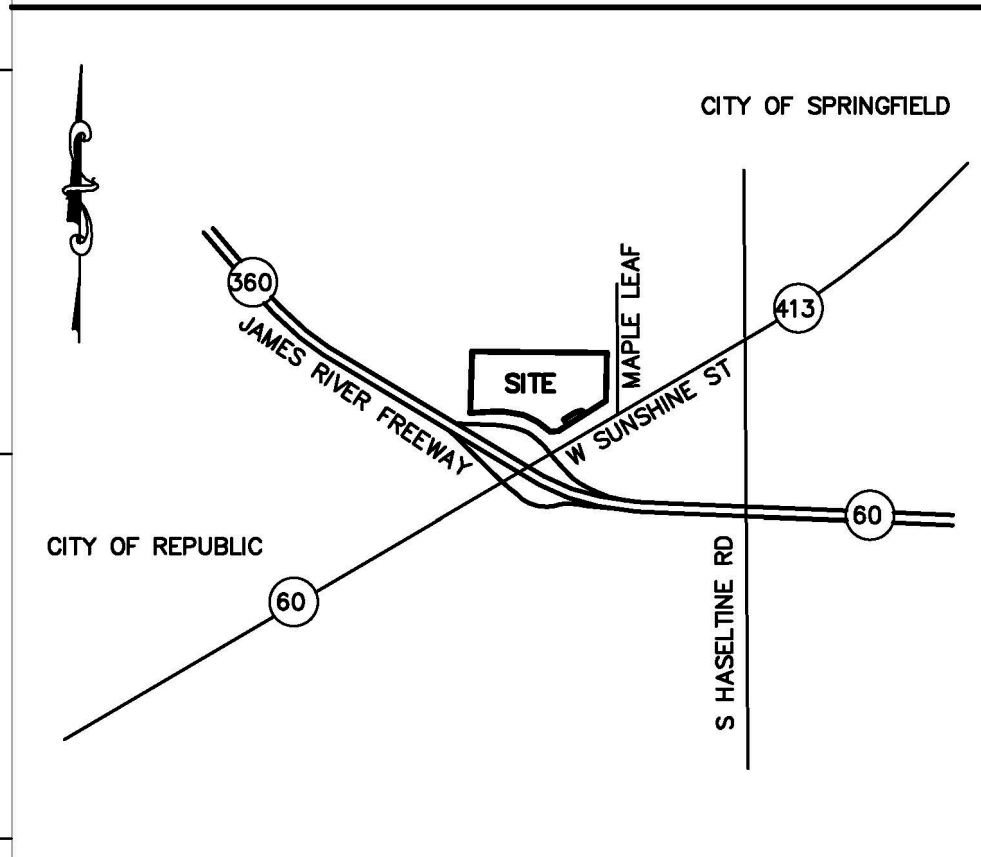
LEGEND

EXISTING	PROPOSED
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<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
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1. Lyla 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 Missouri 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 Missouri 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)



LOCATION MAP
NO SCALE

<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. ±
*INCLUDES 0.46 ACRES OBTAINED FROM MoDOT	

<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. ±

OVERALL PARCEL DESCRIPTION:

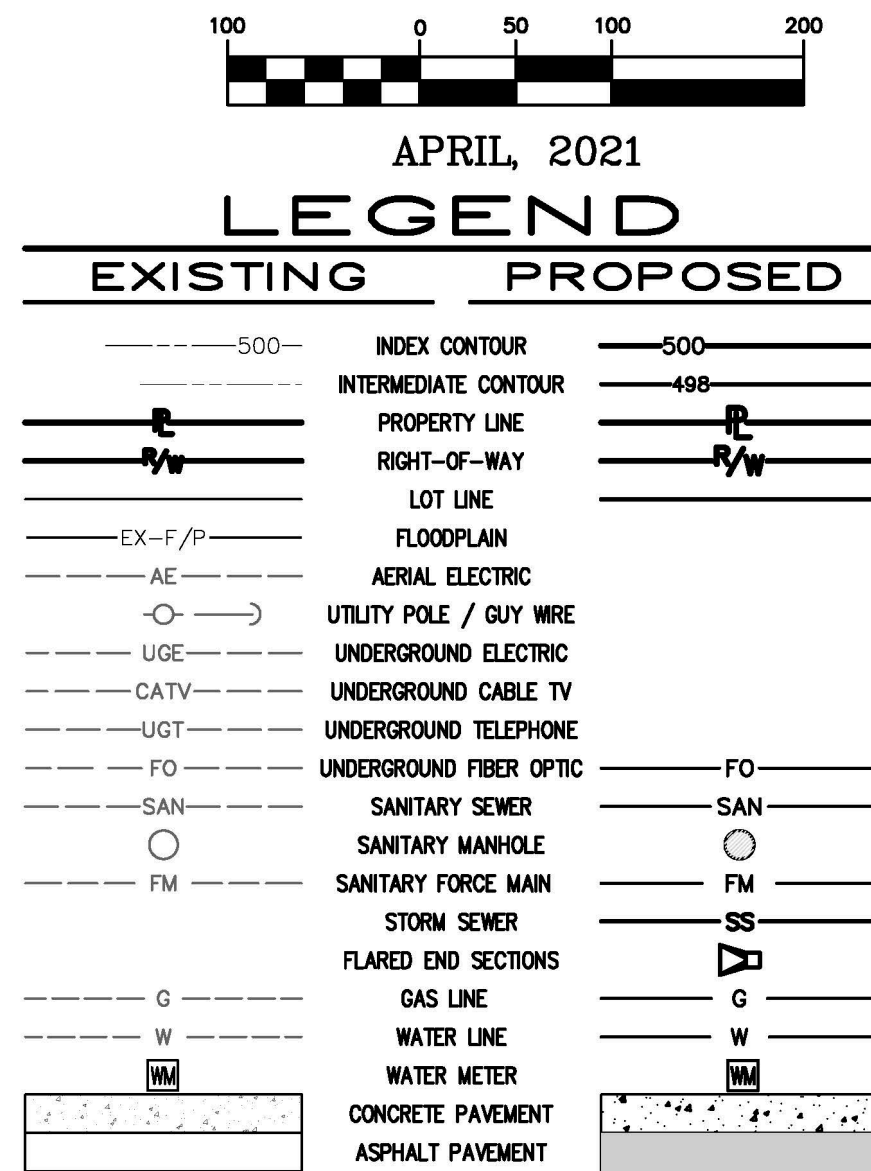
A TRACT OF LAND BEING PART OF LOT 1 OF THE NORTHWEST QUARTER AND PART OF LOT 1 OF THE NORTHEAST QUARTER ALL IN SECTION 1, TOWNSHIP 28 NORTH, RANGE 23 WEST OF THE 5TH P.M., GREENE COUNTY MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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 02°04'41"-EAST 6.38 FEET TO AN IRON ROD AT THE WESTERLY MOST CORNER OF A TRACT OF LAND NOW OR FORMERLY CONVEYED TO LHM INVESTMENT PROPERTIES, LLC PER DEED RECORDED IN BOOK 2019 PAGE 0106A OF SAID RECORDER'S OFFICE; THENCE SOUTHWEST ALONG THE WEST LINE OF SAID TRACT OF LAND SOUTH 72°52'32"-EAST 11.5W, LLC PER DEED RECORDED IN BOOK 2019 PAGE 0106A OF SAID RECORDER'S OFFICE; THENCE ALONG THE COMMON LINE BETWEEN SAID A&M WEST JSW, LLC AND LHM INVESTMENT PROPERTIES, LLC PARCELS, SOUTH 88°23'42"-EAST 22.06 FEET TO AN IRON ROD; THENCE CONTINUING SOUTH 01°25'32"-EAST 56.00 FEET TO AN IRON ROD; THENCE CONTINUING NORTH 88°06'11"-EAST 302.24 FEET TO AN IRON ROD AT THE NORTHERN CORNER OF SAID LHM INVESTMENT PROPERTIES, LLC PARCEL; SAID POINT BEING ON THE EAST LINE OF THAT PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL SOUTH 88°06'11"-EAST 11.5W, LLC AND LHM INVESTMENT PROPERTIES, LLC PARCELS, SOUTH 03°05'45"-EAST 41.20 FEET TO A RAIL ROAD 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"-EAST 228.31 FEET TO AN IRON ROD; THENCE SOUTH 57°29'12"-EAST 299.88 FEET TO A POINT 57.00 FEET LEFT OF STATION 309+00+00; THENCE SOUTH 57°29'12"-EAST 288.00 FEET TO A POINT 57.00 FEET LEFT OF STATION 309+32 FROM WHICH A METAL RING OF TWO MARKERS BEARS SOUTH 302°04'41"-EAST 0.24 FEET TO AN IRON ROD; THENCE ALONG THE COMMON LINE BETWEEN SAID A&M WEST JSW, LLC AND LHM INVESTMENT PROPERTIES, LLC PARCELS, SOUTH 03°05'45"-EAST 41.20 FEET TO A RAIL ROAD SPIKE ON THE NORTHWEST RIGHT OF WAY LINE OF STATE ROUTE 360 (JAMES FREDWAY) VARIABLE WIDTH; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE MARKER BEARS SOUTH 121°28'-EAST 0.53 FEET; THENCE ALONG SAID NORTHWEST RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES NORTH 53°25'37"-WEST 215.94 FEET; THENCE NORTH 64°38'02"-WEST 105.09 FEET; THENCE LEAVING SAID RIGHT OF WAY NORTH 31°44'47"-WEST 26.07 FEET; THENCE NORTH 89°05'59"-WEST 32.92 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 89°05'59"-WEST 32.92 FEET TO AN IRON ROD BEARING SOUTH 89°05'59"-WEST 32.92 FEET; THENCE SOUTH 89°45'20"-WEST 4.15 FEET TO A POINT ON SAID RIGHT OF WAY LINE; 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 FROM WHICH AN IRON ROD BEARS SOUTH 54°31'25"-WEST 0.50 FEET; THENCE DEPARTING SAID NORTHWEST RIGHT OF WAY LINE AND ALONG THE EAST LINE OF SAID DULIN TRACT NORTH 01°41'40"-EAST 767.04 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 01°41'40"-EAST 767.04 FEET TO A POINT ON SAID RIGHT OF WAY LINE; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 01°41'40"-EAST 1332.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,427,259 SQUARE FEET OR 32.77 ACRES MORE OR LESS.

*BRODYS PLACE
SPRINGFIELD, MISSOURI
GREENE COUNTY, MO*

PRELIMINARY PLAT		REVISION	DRAWN BY:	APPROVED BY:
DATE:	TITLE NO. BY:			
	BAB			
SCALE:	DATE:	APPROVED BY:		
1"=100'	May. 25, 2021			
PROJECT NO.	SCALE:			
19-7830	19-7830			
PROJECT NO.				
1 OF 2				

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



APPLICANT WEST SUNSHINE DEVELOPMENT, LLC 3800 S. FREMONT AVENUE SPRINGFIELD, MO 65804	APPLICANT (LOT #8) LKM INVESTMENT PROPERTIES, LLC 1442 W. RIVERDALE NIXA, MO 65714
<u>DEVELOPER</u> MIKE SEITZ 3800 S. FREMONT AVENUE SPRINGFIELD, MO 65804	<u>ENGINEER/SURVEYOR</u> COCHRAN 530A EAST INDEPENDENCE DR. UNION, MO. 63084

1. LYLE 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 MISSOURI 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 0.5 ACRES, 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	
LYLA AVE. & THEREAN AVE. R/W	5.53 AC. ±
LYLA AVE. & THEREAN AVE. R/W	3.76 AC. ±
TOTAL	32.27 AC. ±

<u>EXISTING ZONING</u>	
GREENE COUNTY: M-1 LIGHT MANUFACTURING DISTRICT	25.25 AC.±
CITY OF SPRINGFIELD: GR - GENERAL RETAIL	7.52AC.±
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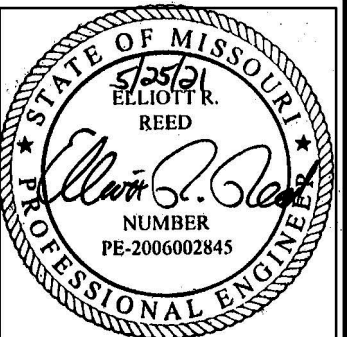
PROPOSED ZONING
LOTS #1-#7 (INCLUDING R/W & COMMON GROUND)
 HC - HIGHWAY COMMERCIAL 28.63 AC.±
 LOT #8: GR - GENERAL RETAIL 4.14 AC. ±

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]

Missouri State Certificate
of Authority Numbers:
Surveying: 000380
Engineering: 001655
Architecture: 2002014240



*BRODY'S PLACE
SPRINGFIELD, MISSOURI
GREENE COUNTY, MO*

PRELIMINARY PLAT					
DRAWN BY:	CHECKED BY:	DATE:	REVISION:	DATE:	APPROVED BY:
DRAWN BY:	CHECKED BY:	DATE:	REVISION:	DATE:	APPROVED BY:
BAB		May. 25, 2021			
SCALE:			1"=100'		
PLOT NO.			19-7830		
SHEET NO.			2 OF 2		

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.

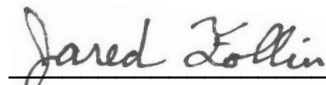
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

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:
CITY COUNCIL PUBLIC HEARING:

JUNE 3, 2021

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:

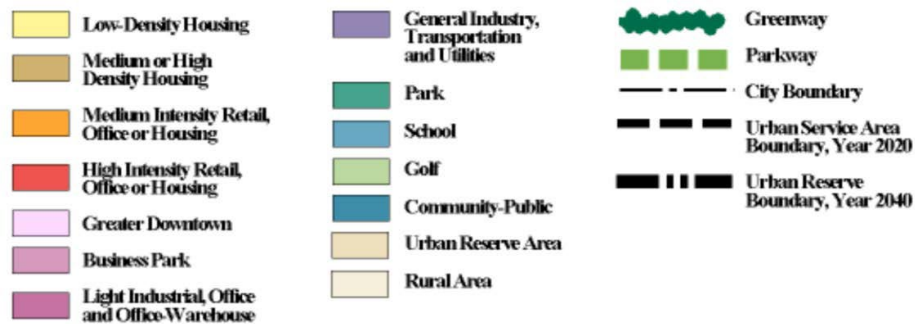
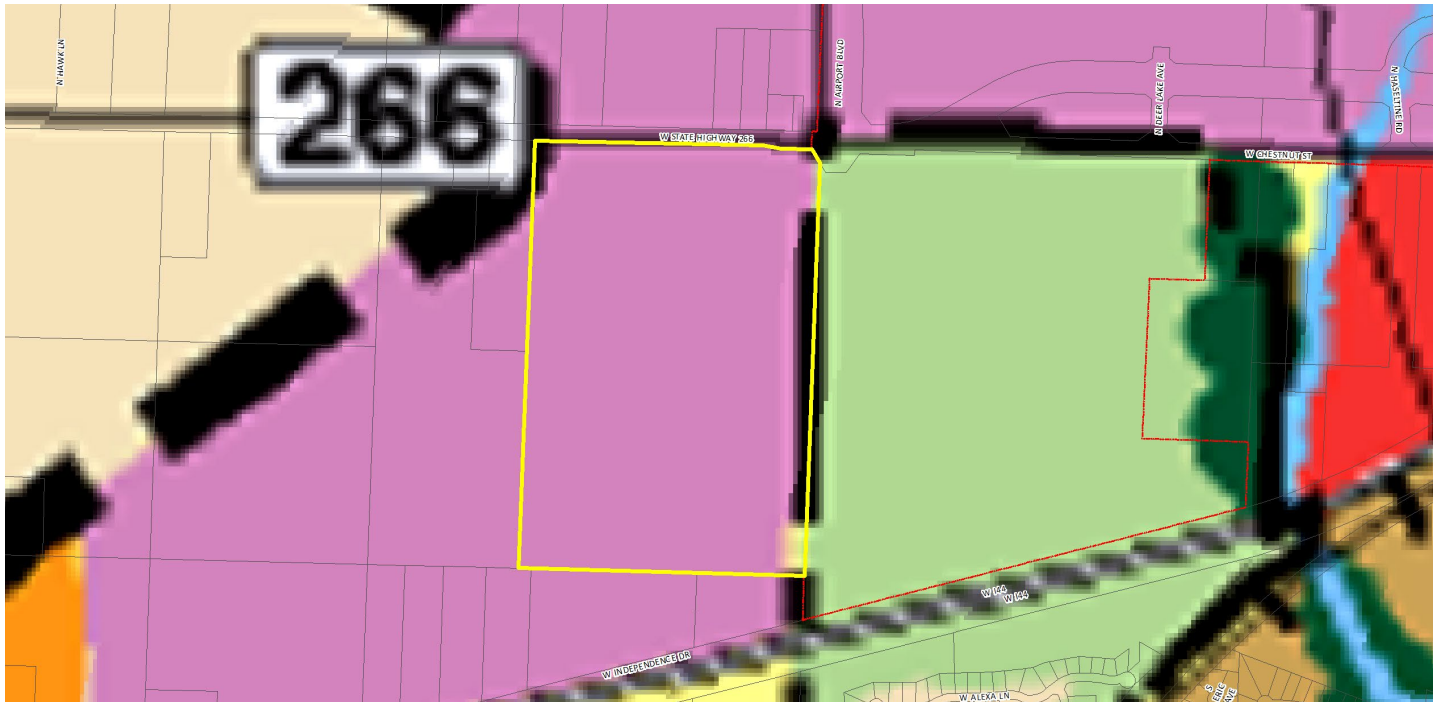


GOOGLE MAPS STREET VIEW:



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

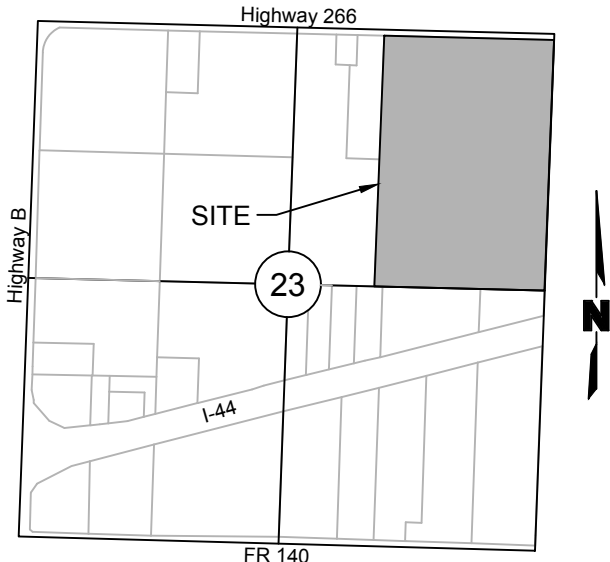
Staff recommends the Planning and Zoning Commission approve the Preliminary Plat, with the conditions listed below:

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

SURVEYOR'S NOTES

- Property Address is 6006 W. State Highway 266, Springfield, Missouri
- On-site sinkholes were established by Palmerton & Parrish, Inc., by the Geotechnical & Materials Engineers Testing Laboratories, Environmental Services, in a Supplemental Sinkhole Investigation, dated April 27, 2016, PPI Job No. 234964.
- Existing and proposed right-of-way of State Highway 266 is Greene County Highway Department right-of-way.
- 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.

INFORMATION OF FACT

- This survey and plan is based upon the following data and/or exceptions:

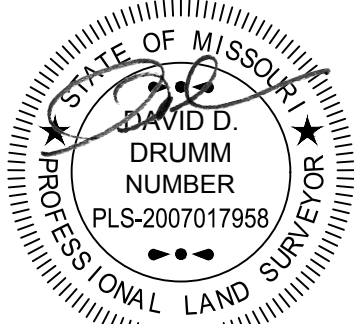
	Yes	No	Item
a) Deed of Record	x	_____	Book 2010 , Page 24733-10
b) Filed Maps	x	_____	ALTA survey by Global Precision Surveying, Job no. 1001-019, dated 2-22-2010
c) Title Search/Binder	x	_____	Hogan Land Title Informational Title Report no. 2104587, dated April 8, 2021

- Certified To:** Philcrest Properties, Inc.
This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on March 24, 2021, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.
- This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.
- The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.
- The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0308E and 29077C0309E, Effective Date December 17, 2010 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)
- Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field pot-holing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket numbers 210323475 and 210323480. The companies listed on the ticket are ATT Distribution, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic and MoDOT SW District - Springfield.

Sheet 1 of 3
Preliminary Plat of Deer Lake Soccer Park

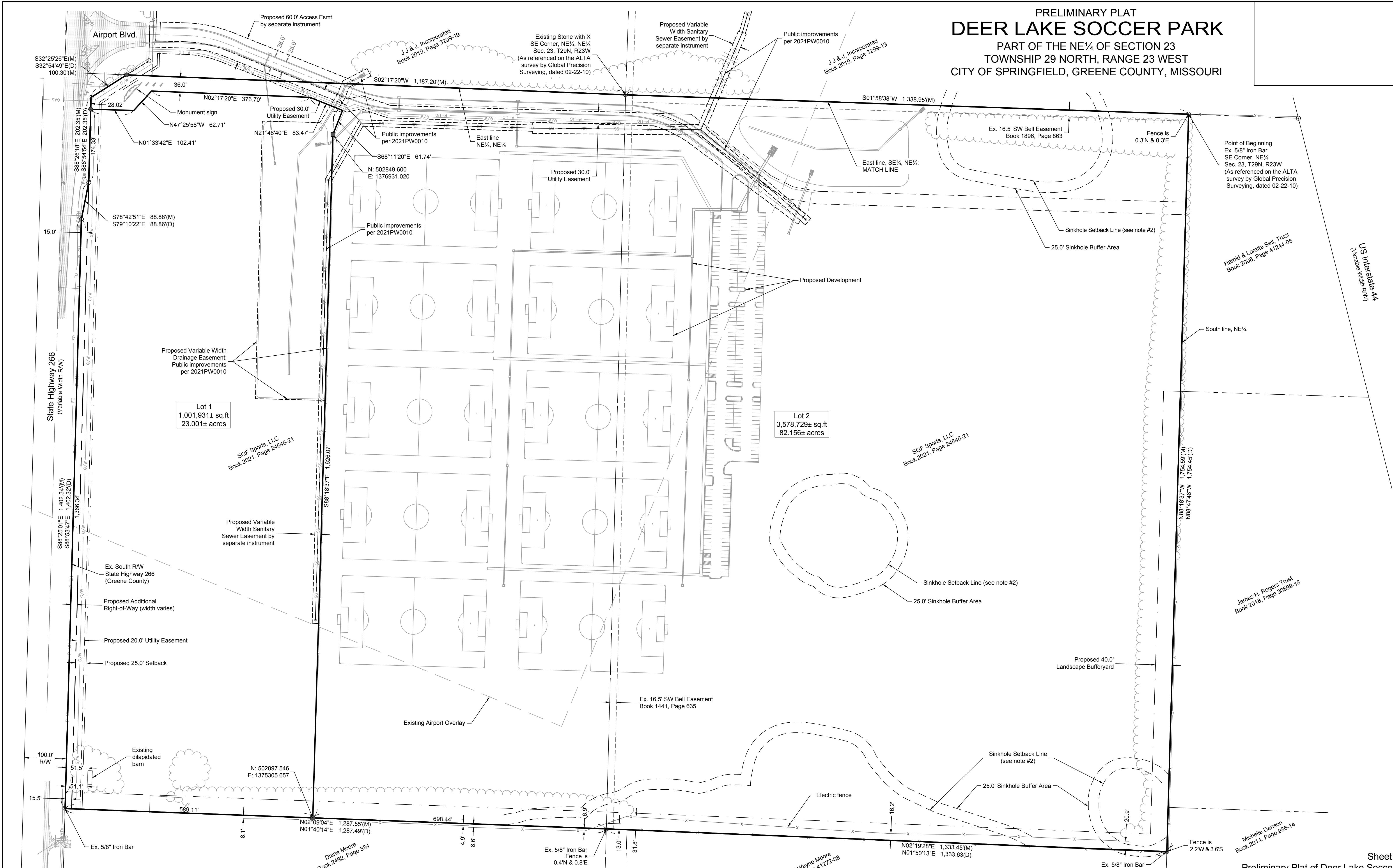
olsson

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



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

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

MISSOURI
MOBILE QUALITY SYSTEM
1-800-DIG-RITE or 611
www.motcall.com

Richard Wayne Moore
Book 2008, Page 41272-08



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
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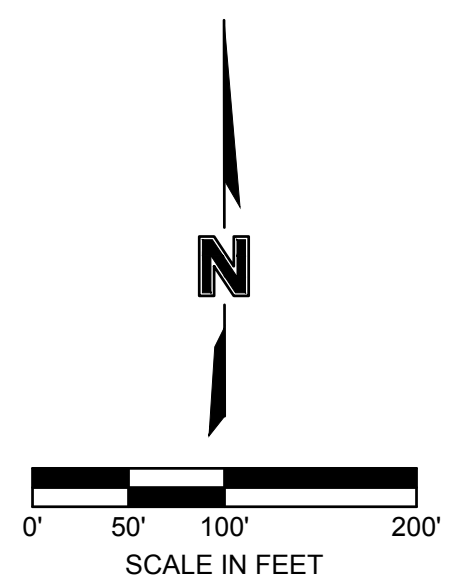
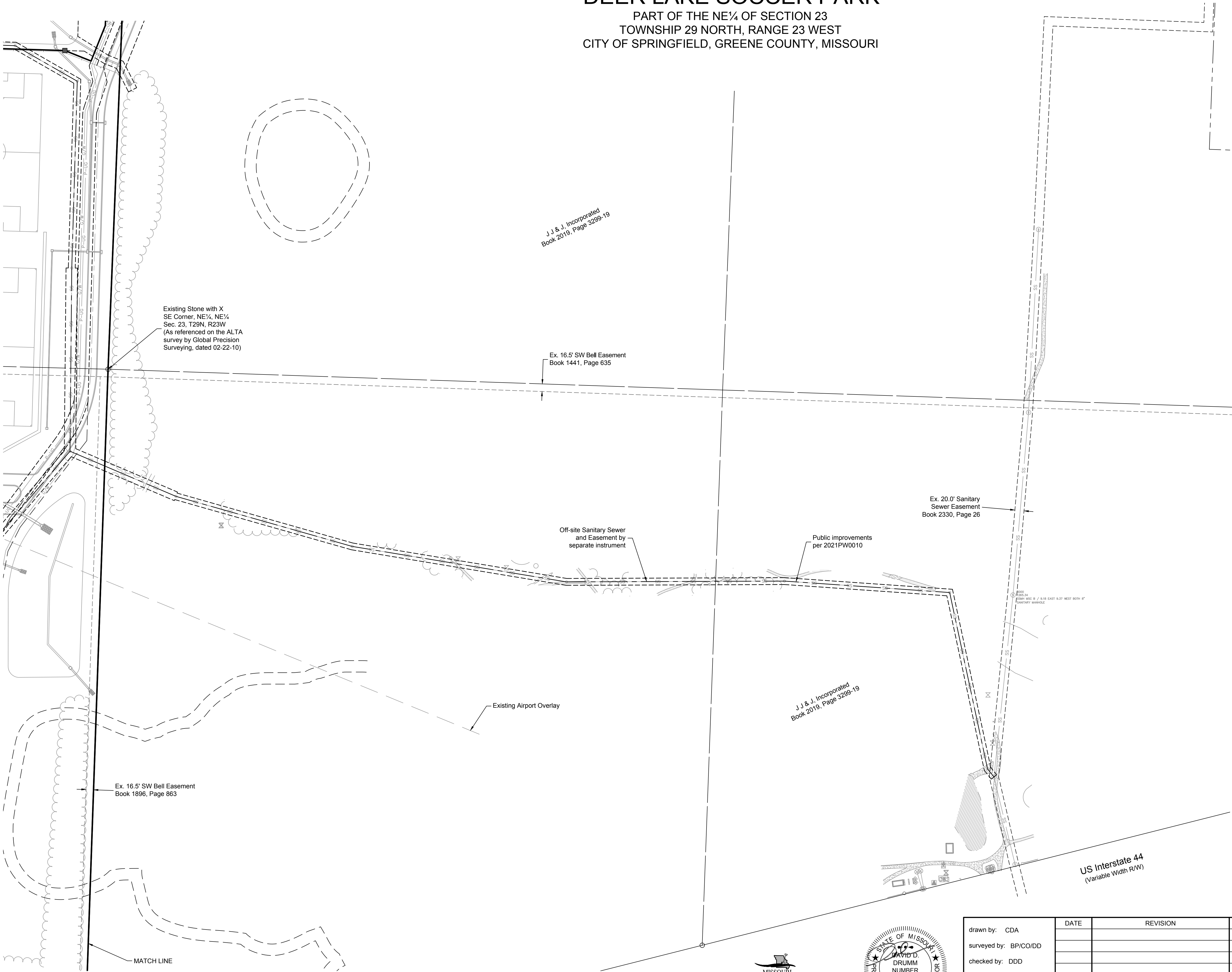
Michelle Denson
Book 2014, Page 986-14

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
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BASIS OF BEARINGS
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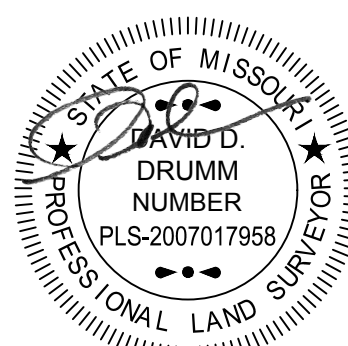
DATUM
Elevations based on NAVD 88 by use
of MoDOT continuously operating
GNSS RTK Network

Sheet 3 of 3
Preliminary Plat of Deer Lake Soccer Park

olsson

Olsson, Inc. Survey MO Certificate of Authority #LC366
550 St. Louis St. TEL 417.890.8802
Springfield, MO 65806 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:			
V_PPLT_B161787	05.17.21	Updated per city comments	CDA
	04.16.21	Original Preparation	CDA



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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.

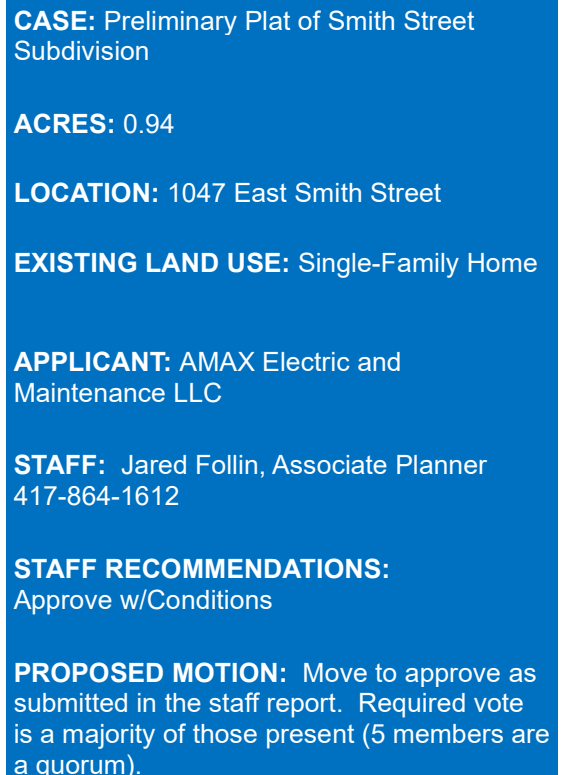
A handwritten signature in black ink, appearing to read 'Bob Hosmer', is enclosed within a rectangular box. The signature is fluid and cursive.

Bob Hosmer, AICP
Planning Manager

CITY OF
Springfield

CITY OF
Springfield

JUNE 3, 2021
JUNE 28, 2021



The applicant is proposing a preliminary plat for a five-lot residential subdivision named "Smith Street Subdivision" to facilitate the development of the property.

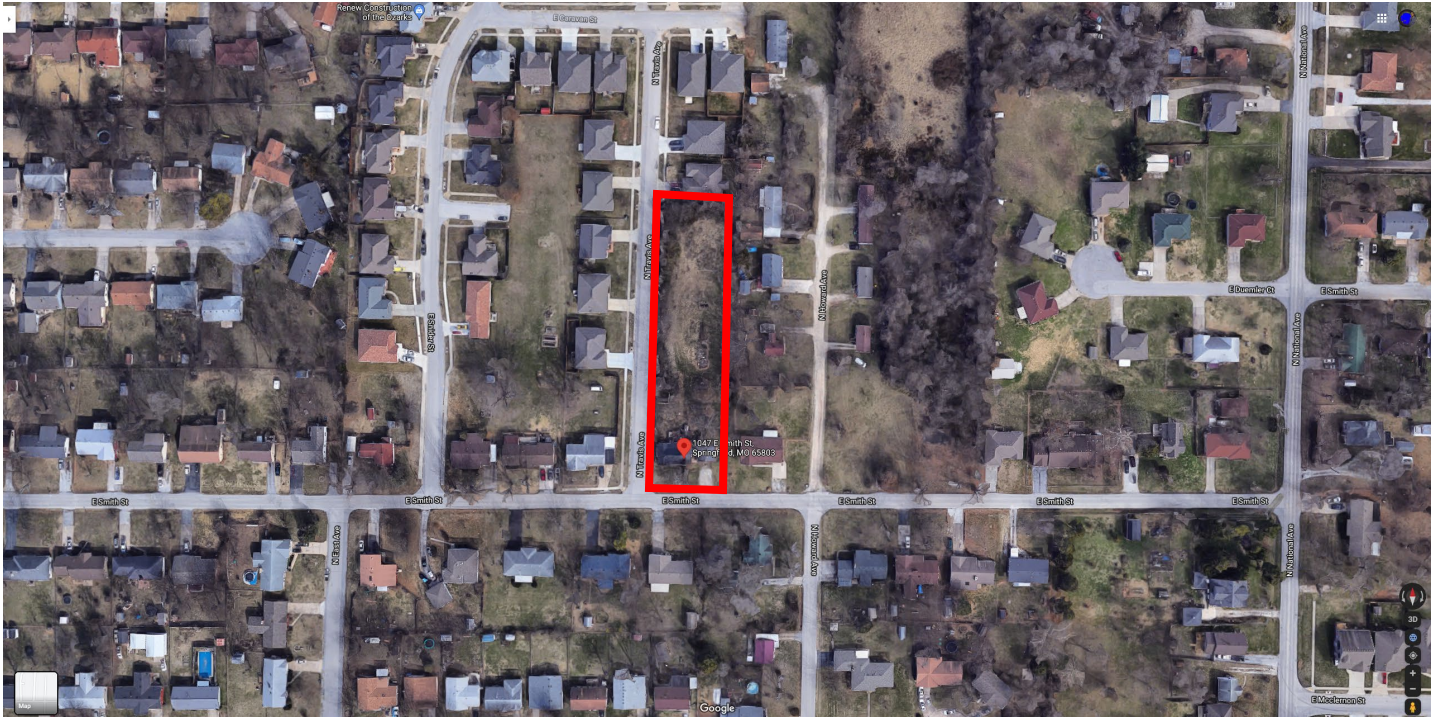
1. The applicant's proposal, with the conditions listed in *Attachment 2*, is consistent with the City's *Subdivision Regulations*.

	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:



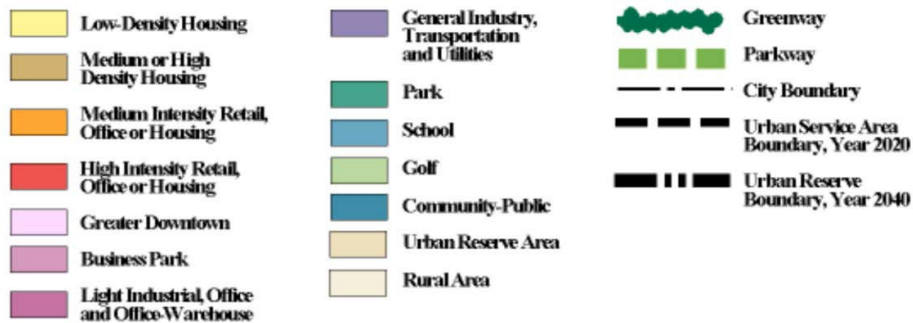
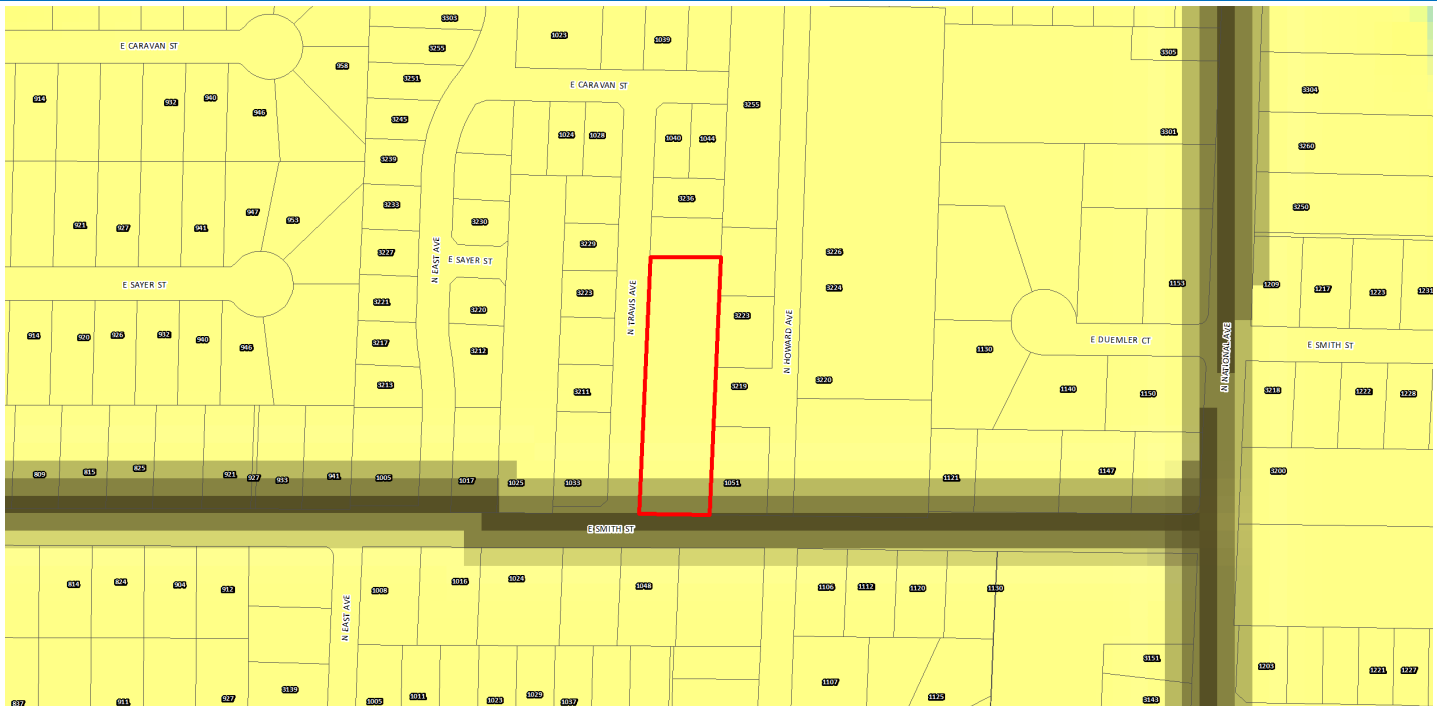
GOOGLE MAPS STREET VIEW:



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.

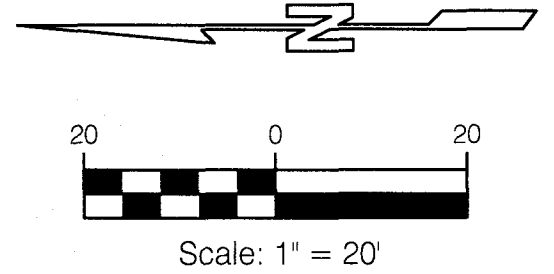
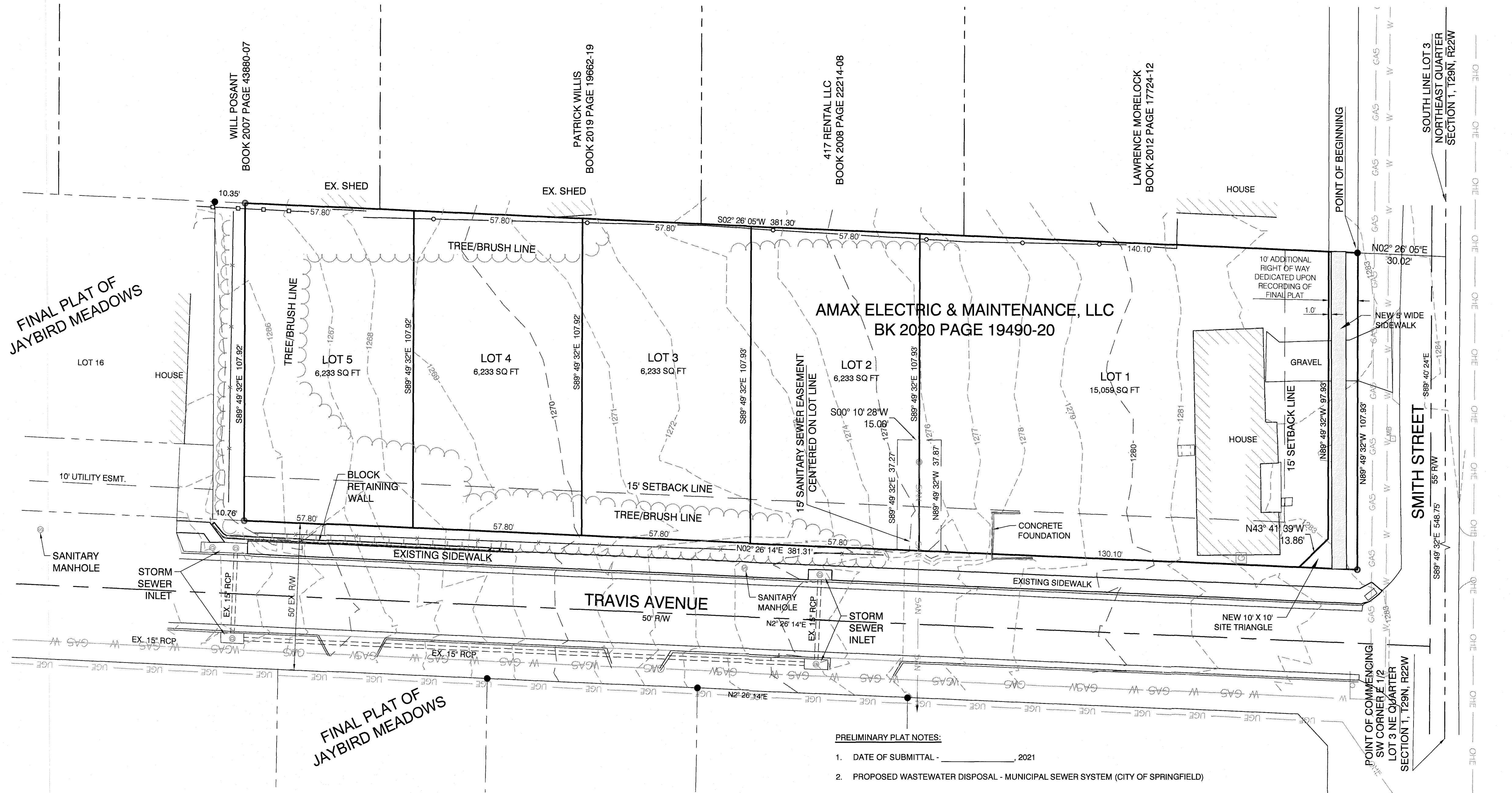
If the request is recommended for denial by the Commission and the applicant requests City Council consideration, all the above conditions, plus any amendments made by the Planning and Zoning Commission, shall be included in the Council Bill.

OWNER/DEVELOPER
AMAX ELECTRIC AND MAINTENANCE LLC
7844 N FARM ROAD 53
WALNUT GROVE MO 65770
BOOK 2020 PAGE 19490-20

ENGINEER
CJW TRANSPORTATION CONSULTANTS, LLC
5051 S NATIONAL
SUITE 7A
SPRINGFIELD, MO 65810 (417) 889-3400

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 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 THE POINT OF BEGINNING;

EXCEPTING ANY PART THERE OF TAKEN, DEEDED OR USED FOR ROAD PURPOSES

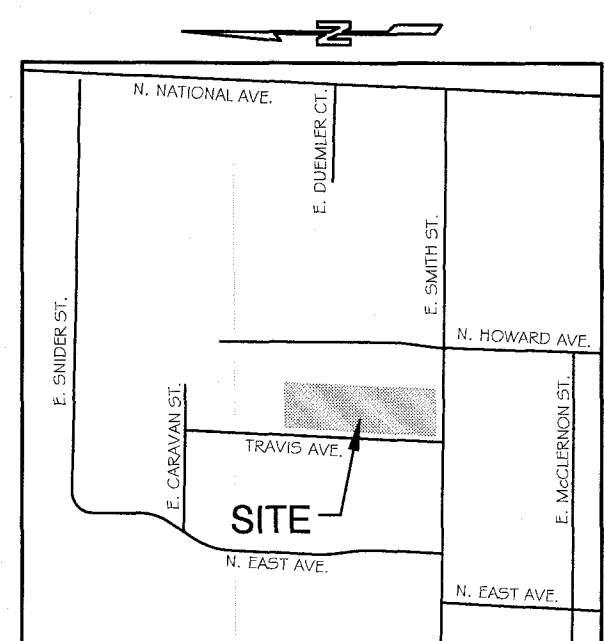
CONTAINING 41,120.2 SQ. FT. OR 0.94 ACRES OF LAND

PRELIMINARY PLAT NOTES:

- DATE OF SUBMITTAL - _____, 2021
- PROPOSED WASTEWATER DISPOSAL - MUNICIPAL SEWER SYSTEM (CITY OF SPRINGFIELD)
- 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.
- CURRENT ZONING - RESIDENTIAL SINGLE FAMILY
- TOTAL ACREAGE = 41,120 SQ. FT. (0.94 ACRES)
- TOTAL NUMBER OF LOTS - 5 (LOTS 2, 3, 4 AND 5 = 6,233 SQ. FT. - SMALLEST LOTS)
- EASEMENTS SHOWN HEREON ARE FROM FIELD INSPECTION OR RECORD AND MAY NOT BE ALL INCLUSIVE.
- ACCORDING TO FEMA COMMUNITY-PANEL NUMBER 29077C0219E DATED DECEMBER 17, 2010 THIS PROPERTY IS NOT IN A FLOOD HAZARD. IDENTIFIED AS ZONE X
- 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.
- 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'
- NO PLANTINGS, FENCES OR OBSTRUCTIONS OTHER THAN MAIL BOXES PERMITTED WITH THE LIMITS OF ANY RIGHT OF WAY
- 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
- THE WATER, GAS AND UNDERGROUND ELECTRIC AS SHOWN IS BASED ON MAPS PROVIDED BY CITY UTILITIES AND SHOULD BE CONSIDERED APPROXIMATE LOCATION

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 |
| — OHE — OVERHEAD ELECTRIC LINE | ⚡ 2 PED |
| — UGE — UNDERGROUND ELECTRIC LINE | ⚡ WATER METER |
| — COMM — UNDERGROUND COMMUNICATION LINE | ⚡ GAS METER |
| — FO — FIBER-OPTIC CABLE | ⚡ AIR CONDITIONER |
| — CL — CHAIN LINK FENCE | ⚡ SIGN |
| — WF — WOOD PRIVACY FENCE | ⚡ LIGHT POLE |
| — BWF — BARBED WIRE FENCE | ⚡ POST |
| ⚡ ELECTRIC TRANSFORMER | ⚡ MAIL BOX |
| ⚡ SANITARY SEWER MANHOLE | ⚡ TREE DECIDUOUS |
| ⚡ STORM SEWER MANHOLE | ⚡ TREE EVERGREEN |
| ⚡ WATER MANHOLE | |
| ▭ PROPOSED CONCRETE SIDEWALK | |



UTILITY DISCLAIMER

INFORMATION SHOWN ON THIS DRAWING CONCERNING TYPE AND LOCATION OF UNDERGROUND AND OTHER UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. CONTRACTORS ARE RESPONSIBLE FOR MAKING THEIR OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. INFORMATION SHOWN IS FROM MAPS PROVIDED OR DISCOVERED FROM UTILITY PROVIDERS.

GENERAL NOTES:

- THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE ACCURACY REQUIREMENTS FOR URBAN CLASS PROPERTY
- THIS SURVEY IS IN COMPLIANCE WITH THE MISSOURI STANDARDS FOR PROPERTY BOUNDARY SURVEYS
- SOURCE OF TITLE DEED BOOK 2020 PAGE 19490-20 GREENE COUNTY RECORDER'S OFFICE
- PLAT OF JAYBIRD MEADOWS SUBDIVISION RECORDED IN PLAT BOOK ZZ PAGE 138 GREENE COUNTY RECORDER'S OFFICE, DATED FEBRUARY 26, 1997
- DATE PREPARED APRIL 22, 2021

No.:	Revision:	Date:
Prepared by: CJW CJW Transportation Consultants, L.L.C. Missouri Certificate of Authority #2007008003 5051 S. National Suite 7A Springfield, MO 65810 Tel: 417.889.3400 Fax: 417.889.3402 www.GoCJW.com		
PRELIMINARY PLAT SMITH STREET SUBDIVISION		
1047 E. SMITH STREET SPRINGFIELD, MISSOURI		
SURVEY BY CJW	DESIGN CJW	SCALES HOR. 1"=20' VERT. N/A
DATE 4/22/2021	DRAWN CJW	SHEET 1 OF 1 SHEETS
DWG 21042 SURVEY	CHECKED CJW	FILE NO. 21042