



Agenda City Council Meeting

City Council Chambers
Historic City Hall, 830 Boonville

Robert Stephens, Mayor

Zone Councilmembers

Phyllis Ferguson, Zone 1

Justin Bumett, Zone 2

Mike Schilling, Zone 3

Craig Fishel, Zone 4

General Councilmembers

Jan Fisk, General A

Craig Hosmer, General B

Kristi S. Fulnecky, General C

Ken McClure, General D

Upcoming Council Meeting Agenda June 27, 2016 - 6:30 p.m.

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

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

- 1. ROLL CALL.**
- 2. APPROVAL OF MINUTES. June 13, 2016**
- 3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
- 4. CEREMONIAL MATTERS.**
- 5. CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETING.**
- 6. SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Except Item No. 7, Which Was Amended At The June 13, 2016 City Council Meeting. For Item No. 7, Public Hearing On The Amendment Is Being Carried Over. Citizens May Speak To Amendment Only. May Be Voted On.**
- 7. Amended Council Bill 2016-034. (Schilling) Citizens May Speak To Amendment Only. May Be Voted On.**

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.4077 acres of property, generally located at 608 and

zoning maps, by rezoning approximately 0.4077 acres of property, generally located at 608 and 614 West Mount Vernon Street, from R-SF, Single-Family Residential District, to R-LD, Low-Density Multi-Family Residential District; establishing Conditional Overlay District No. 103; and adopting an updated Official Zoning Map. (Staff, and Planning and Zoning Commission recommend approval.) (By: Mount Vernon 608, LLC; 608 and 614 West Mount Vernon Street; Z-39-2015 & Conditional Overlay District No. 103.)

Documents: [2016-034 AMENDED.PDF](#)

8. Council Bill 2016-059. (McClure) Tabled At The April 18, 2016 Council Meeting

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

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

9. Council Bill 2016-120. (Fishel)

A special ordinance authorizing the issuance of Conditional Use Permit No. 422 to allow a bed and breakfast within an R-SF, Residential Single-family District, generally located at 1755 South National Avenue. (The Planning and Zoning Commission recommend denial, Staff recommends approval.)

Documents: [2016-120.PDF](#)

10. Council Bill 2016-136. (Fishel)

A special ordinance approving the First Amendment to Sections 3.05 and 3.08 of The Collective Bargaining Agreement Between The City of Springfield, Missouri and Southern Missouri Professional Fire Fighters Local 152 (a/k/a, The International Association of Fire Fighters Local 152) (the "First Amendment"), in conjunction with amending Chapter 2, Administration, Article VI, Finances, Division 4, Policemen's and Firemen's Pension Plan, for the fire participants, pursuant to the ordinance adopted by Council Bill 2016-137, by authorizing the City Manager, or his designee, to acknowledge and deliver the First Amendment on behalf of the City of Springfield, Missouri, to the Bargaining Unit, and declaring an emergency.

Documents: [2016-136.PDF](#)

11. Council Bill 2016-137. (Fisk)

A general ordinance amending the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 4, Policemen's and Firemen's Pension Plan, by amending the title of Division 4 from "Policemen's and Firemen's Pension Plan" to "Police Officers' and Fire Fighters' Retirement System," and by amending Section 2-455, Amount of employee contributions; deductions from salary, of the Springfield City Code, by revising provisions regarding Fire Participants' Additional Funding Contribution (AFC) and Additional Three-Tenths Percent Multiplier in The Police Officers' and Fire Fighters' Retirement Fund; and declaring an emergency.

Documents: [2016-137.PDF](#)

12. Council Bill 2016-138. (Schilling)

A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, 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 (PAT) Schedule, the Crafts, Trade and Labor (CTL) Schedule, the Fire Protection Schedule (FPS), and the Law Enforcement Schedule (LES) by making provision for seven (7) new job titles and deleting four (4) existing job titles; by providing pay adjustments for employees on the PAT, CTL, FPS, and LES pay schedules; by freezing the annual base pay rates for Salary Grades One (1) and Two (2) in the CTL pay schedule; by increasing the annual base rate for the top steps in the CTL pay schedule by \$150.00 annually; by deleting the eligibility for educational allowance for Salary Grades Eleven (11) through Thirteen (13) contained in the LES pay schedule; by approving a

Memorandum of Understanding between the City and the City Manager, and declaring an emergency.

Documents: [2016-138.PDF](#)

13. Council Bill 2016-139. (Schilling)

A special ordinance authorizing the City Manager, or his designee, to enter into an On-System Bridge Program Agreement with the Missouri Highways and Transportation Commission for the purpose of funding the Mt. Vernon Street Bridge over Jordan Creek project; and amending the Fiscal Year 2015-2016 budget of the Department of Public Works in the amount of \$982,905.

Documents: [2016-139.PDF](#)

14. Council Bill 2016-142. (Ferguson)

A general ordinance amending various sections of Springfield City Code, Chapter 26, Article III, Dangerous Blighted and Nuisance Building Code, in order to improve enforceability, expand abatement-order authority, and improve the city's cost recovery by clarifying the language of special tax bills and special assessments.

Documents: [2016-142.PDF](#)

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

16. Council Bill 2016-159. (Council)

A resolution authorizing Mayor Bob Stephens and Councilmembers Jan Fisk and Phyllis Ferguson, on behalf of the City of Springfield, to visit our Sister City of Isesaki, Japan in October 2016, to participate in the Thirtieth Anniversary Celebration and to reiterate the City of Springfield's Sister City relationship.

Documents: [2016-159.PDF](#)

17. EMERGENCY BILLS. Citizens May Speak. May Be Voted On.

18. Council Bill 2016-147. (Hosmer)

A general ordinance amending the Springfield City Code, Section 2-504(b)(14) to limit the insurance requirements for special events held on public property to \$1,000,000.00; including a severability clause, savings clause, and declaring an emergency.

Documents: [2016-147.PDF](#)

19. PUBLIC IMPROVEMENTS.

20. GRANTS.

21. AMENDED BILLS.

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

23. Council Bill 2016-148. (Schilling)

A special ordinance approving the mapping of the East West Arterial, generally located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to Section 11.10 of the City Charter of the City of Springfield, Missouri in order to preserve right-of-way for future public street improvements for five years. (Planning and Zoning Commission and Staff recommend approval.)

Documents: [2016-148.PDF](#)

24. Council Bill 2016-149. (Fishel)

A special ordinance amending the Historic Patterson House Redevelopment Plan and declaring its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare. (Planning and Zoning Commission, the Land Clearance for Redevelopment Authority and Staff recommend approval.)

Documents: [2016-149.PDF](#)

25. Council Bill 2016-150. (Ferguson)

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 0.89 acres of property, generally located at 1215 and 1225 North Benton Avenue, from a Planned Development No. 348 with the Mid-Town Urban Conservation District No. 3 Area E to a Planned Development District No. 348 Amendment 1 with the Mid-Town Urban Conservation District No. 3 Area E; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Mike and Hannah Textor, 1215 and 1225 North Benton Avenue; Planned Development 348 Amendment 1.)

Documents: [2016-150.PDF](#)

26. Council Bill 2016-151. (Fulnecky)

A general ordinance amending the Springfield Land Development Code, Section 36-306, Zoning Maps, by rezoning approximately 1.1 acres of property, generally located at 2350 North Clifton Avenue, from LI, Light Industrial District, to an IC, Industrial Commercial District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission recommend approval.) (By: Springfield Mo. Association of Fire Fighters; 2350 North Clifton Avenue; Z-8-2016.)

Documents: [2016-151.PDF](#)

27. Council Bill 2016-152. (Schilling)

A special ordinance authorizing the issuance of Conditional Use Permit No. 424 to allow a nursing and retirement home within the R-MD, Medium-density Multi-family Residential District, generally located at 2800 South Fort Avenue. (Staff and Planning and Zoning Commission recommend approval.)

Documents: [2016-152.PDF](#)

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

29. Council Bill 2016-153. (Fulnecky)

A special ordinance approving the plans and bid specifications, and accepting the bid of Landfill Drilling and Piping Specialists, LLC in the amount of \$440,925.90 for installation of Phase V of the Gas Collection & Control System Expansion at the Springfield Sanitary Landfill; authorizing the City Manager, or his designee, to enter into a contract with such bidder; and approving a budget adjustment to amend the Fiscal Year 2016-2017 budget of the Environmental Services Department for the Solid Waste Fund in the amount of \$485,000 for construction of this project and reimbursement from City Utilities based on a previously approved Memorandum of Understanding #2005-0937.

Documents: [2016-153.PDF](#)

30. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.

31. NEW BUSINESS.

The Mayor recommends the following appointment to the Land Clearance for Redevelopment Authority: Dr. Allen Grymes with term to expire March 1, 2019.

As per RSMo. 109.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

32. **UNFINISHED BUSINESS.**

33. **MISCELLANEOUS.**

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

35. **Council Bill 2016-154. (McClure)**

A special ordinance authorizing the City Manager, or his designee, to enter into agreements 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 2016 through 2020.

Documents: [2016-154.PDF](#)

36. **Council Bill 2016-155. (Fisk)**

A special ordinance approving the plans and specifications for the Turner Street Drainage Improvements from Lyon Avenue to Boonville Avenue Project, Plan No. 2014PW0029SWT, accepting the bid of Hartman and Company, Inc. for that project; and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents: [2016-155.PDF](#)

37. **Council Bill 2016-156. (Ferguson)**

A general ordinance amending the Springfield City Code, Chapter 106 – Traffic and Vehicles, Article II – Administration and Enforcement, Division 2 – Violations and Procedure Upon Arrest, to add Section 106-102 – City Agency Towing Authority.

Documents: [2016-156.PDF](#)

38. **Council Bill 2016-157. (Burnett)**

A special ordinance authorizing the Director of Planning and Development to accept the dedication of the public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Paragon Court generally located at 2638 North National Avenue, 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 the terms of this ordinance. (Staff recommends that City Council accept the public streets and easements.)

Documents: [2016-157.PDF](#)

39. **Council Bill 2016-158. (Burnett)**

A special ordinance approving the sale of real property at 711 East Jean Street to Barbara and Grant James for \$8,000 and authorizing the issuance of a deed for same.

Documents: [2016-158.PDF](#)

40. **CONSENT AGENDA – ONE READING BILLS.**

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

42. **Council Bill 2016-140. (Burnett)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with the Springfield Convention and Visitors Bureau, Inc., that includes the Fiscal Year 2016-2017 budget and marketing plan to promote travel and tourism in the City.

Documents: [2016-140.PDF](#)

43. **Council Bill 2016-141. (Fulnecky)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement

with the Greater Springfield Area Sports Commission, Inc. (Sports Commission), whereby the City will provide the Sports Commission with a share of the City's collection fees from the hotel/motel gross receipts tax to fund the Sports Commission's efforts to promote the hosting of national and regional sporting events to the City.

Documents: [2016-141.PDF](#)

44. Council Bill 2016-143. (Schilling)

A special ordinance approving the plans and specifications for the Bryant Street and Market Avenue project, Plan No. 2015PW0080SWTE; accepting the bid of Hunter Chase & Associates, Inc., for that project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

Documents: [2016-143.PDF](#)

45. BOARD CONFIRMATIONS.

Confirm the following reappointments to the Airport Board: Alison George and Colin Brady with terms to expire June 1, 2019.

46. END OF CONSENT AGENDA.

47. ADJOURN.

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

All meetings are recorded.

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

One-rdg. _____
P. Hrngs. _____
Pgs. ~~44-48~~ 50
Filed: 05-03-16

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

AMENDED
COUNCIL BILL NO. 2016-034

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by
2 rezoning approximately 0.4077 acres of property, generally located at 608
3 and 614 West Mount Vernon Street, from R-SF, Single-Family Residential
4 District, to R-LD, Low-Density Multi-Family Residential District;
5 establishing Conditional Overlay District No. 103; and adopting an
6 updated Official Zoning Map. (Staff, and Planning and Zoning Commission
7 recommend approval.)
8
9

10 WHEREAS, an application has been filed for a zoning change of the property
11 described in "Exhibit B" of this Ordinance, generally located at 608, 614, and 618 West
12 Mount Vernon Street, from R-SF, Single-Family Residential, to R-LD, Low-Density
13 Multi-Family Residential District, and establishing Conditional Overlay District No. 103;
14 and
15

16 WHEREAS, the owners of all the property to be rezoned have petitioned for the
17 creation of a Conditional Overlay District in accordance with the provisions of Section
18 36-407 the Land Development Code (Zoning Ordinance); 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 as "Exhibit A;" and said Commission made its
23 recommendation; and
24

25 WHEREAS, proper notice was given of a public hearing before the City Council,
26 and that said hearing was held in accordance with the law; and
27

28 WHEREAS, at the request of the owners, certain conditions were added to the
29 Conditional Overlay District requirements at the May 2, 2016 City Council meeting; and
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31 WHEREAS, on May 2, 2016, the City Council voted to remove 618 West Mount
32 Vernon Street from the rezoning bill.

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

Section 1 – The property described in "Amended Exhibit B" of this Ordinance be,
and the same hereby is, rezoned from R-SF, Single-Family Residential, or such zoning
district as is designated on the Official Zoning Map adopted by the City Council, to R-
LD, Low-Density Multi-Family Residential District, and establishing Conditional Overlay
District No. 103; and the Springfield Land Development Code, Section 36-306 thereof,
Zoning Maps, is hereby amended, changed and modified accordingly.

Section 2 – The property described by "Amended Exhibit B" of this ordinance will
be subject to Conditional Overlay District No. 103, which is attached hereto as
"Amended Exhibit C - Attachment 3" and incorporated herein as if copied verbatim, and
the requirements of R-LD, Low-Density Multi-Family District zoning will be modified by
said Conditional Overlay District for development within this property.

Section 3 – The City Council hereby directs the City Manager, or his 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 4 – 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 5 – 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: Achale T. Winder, Assistant City Attorney

Approved for Council action: Greg Bennett, City Manager

SUPPLEMENTAL EXPLANATION #6 TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Corrected Amended Exhibit B for Council Bill No. 2016-034

REMARKS:

On June 13, 2016, the City Council amended the Council Bill to replace the legal description, Exhibit B, with a revised description reducing the area being rezoned by five feet along the western boundary. A "Corrected Amended Exhibit B" is attached.

Recommended by:

Approved by:



Marianne Banks
Interim City Attorney

Greg Burris,
City Manager

LEGAL DESCRIPTION

ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

608-614 West Mount Vernon:

A parcel of land situated in the North One-Half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-three (23) Township Twenty-nine North (T29N), Range Twenty-two West (R22W) of the fifth principal meridian, City of Springfield, Greene County, Missouri. Being more particularly described as follows:

Commencing at the Northwest corner of the North one-half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 23; Thence South 00°01'09" East a distance of 25.00 feet to a point on the existing South right-of-way line of Mt. Vernon Street; Along the South right-of-way line of Mt. Vernon Street as follows: Thence North 89°58'51" East a distance of 110.00 feet to an existing 5/8" iron pin set by L.S. 164D marking the Northwest corner Four foot (4.00') strip described in Book 2260 at Page 853; Thence continuing North 89°58'51" East a distance of 4.00 feet to an existing 1/2" iron pin marking the Northeast corner of said Four foot (4.00') strip described in Book 2260 at Page 853; Thence continuing North 89°58'51" East a distance of 99.37 feet to an existing 3/4" iron bar marking a point on the West the property described Commonwealth Commitment File No. 15-30304; Thence continuing North 89°58'51" East a distance of 100.00 feet to the Point of Beginning; Thence continuing North 89°58'51" East, along the South right-of-way line of Mt. Vernon Street, a distance of 92.10 feet; Thence South 01°40'12" West a distance of 180.33 feet; Thence North 89°29'29" West a distance of 92.04 feet; Thence North 01°39'29" East a distance of 179.48 feet to the Point of Beginning, Containing 0.38 acres of land, more or less.

SUPPLEMENTAL EXPLANATION #5 TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Amended Exhibits for Amended Bill

BACKGROUND: The City Council amended the Council Bill for this proposed rezoning on May 31, 2016, which required that two exhibits to the documents attached to the Council Bill be revised.

The first amendment changed the legal description contained on "Exhibit B"

The second amendment changed conditions set forth in "Exhibit C-Attachment 3," Conditions of the Overlay District.

REMARKS: The Council Bill has been amended to reflect the two amendments approved by the City Council at the meeting on May 31, 2016. An "Amended Exhibit B" and an "Amended Exhibit C - Attachment 3" are attached to this explanation to be incorporated into the Amended Bill if approved by the City Council.

Additionally, a survey is attached to this supplemental explanation. This survey is for informational purposes only. The attached survey shows the proposed changes in the zoning district boundary, which corrects a gap in the deeds and reduces the area to be rezoned by an additional 4.5 foot strip.

Because of the provisions of Section 2-57 of the Springfield City Code, the zoning amendment cannot be considered until seven members of the Council are present unless two meetings shall pass at which the amendment would otherwise have been on final passage. After two such meetings, five members of the Council at the third meeting may place the matter on final passage.

This Council Bill will be held over for two more weeks with second reading and vote on June 27, 2016.

Submitted by:



Nicholas Woodman, Assistant City Attorney

Recommended by:



Marianne Banks, Interim City Attorney

Approved by:



Greg Burris, City Manager

Amended Exhibit B

LEGAL DESCRIPTION

ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

608-614 West Mount Vernon:

A parcel of land situated in the North One-Half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section Twenty-three (23) Township Twenty-nine North (T29N), Range Twenty-two West (R22W) of the fifth principal meridian, City of Springfield, Greene County, Missouri. Being more particularly described as follows:

Commencing at the Northwest corner of the North one-half (N1/2) of the Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of said Section 23; Thence South 00°01'09" East a distance of 25.00 feet to a point on the existing South right-of-way line of Mt. Vernon Street; Along the South right-of-way line of Mt. Vernon Street as follows: Thence North 89°58'51" East a distance of 110.00 feet to an existing 5/8" iron pin set by L.S. 164D marking the Northwest corner Four foot (4.00') strip described in Book 2260 at Page 853; Thence continuing North 89°58'51" East a distance of 4.00 feet to an existing 1/2" iron pin marking the Northeast corner of said Four foot (4.00') strip described in Book 2260 at Page 853; Thence continuing North 89°58'51" East a distance of 99.37 feet to an existing 3/4" iron bar marking a point on the West the property described Commonwealth Commitment File No. 15-30304; Thence continuing North 89°58'51" East a distance of 100.00 feet to the Point of Beginning; Thence continuing North 89°58'51" East, along the South right-of-way line of Mt. Vernon Street, a distance of 92.10 feet; Thence South 01°40'12" West a distance of 180.33 feet; Thence North 89°29'29" West a distance of 96.51 feet; Thence North 01°39'08" East a distance of 13.00 feet; Thence South 89°29'29" East a distance of 4.47 feet; Thence North 01°39'29" East a distance of 166.48 feet to the Point of Beginning, Containing 0.38 acres of land, more or less.

Amended Exhibit C – Attachment 3

**CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

The requirements of *Section 36-382. of the Springfield Zoning Ordinance* shall be modified herein for development within this district.

1. Use Limitations:

- a. All subject properties shall be combined into one lot following the Subdivision Regulations if there are any existing non-conformities.

One-rdg. _____
P.Hrngs. _____
Pgs. _____
Filed: _____

SUPPLEMENTAL EXPLANATION #4 TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Amended Exhibits for Amended Bill/Protest Petition Changes

BACKGROUND: The City Council amended the Council Bill for this proposed rezoning on May 2, 2016, which required that two exhibits to the documents attached to the Council Bill be revised.

The first amendment changed conditions set forth in "Exhibit C- Attachment 3," Conditions of the Overlay District.

The second amendment removed the property located at 618 West Mount Vernon Street from any zoning change, and as such adjusted the boundary for protest petitions under Missouri State Law.

REMARKS: The Council Bill has been amended to reflect the two amendments approved by the City Council at the meeting on May 2, 2016. An "Amended Exhibit B" and an "Amended Exhibit C - Attachment 3" are attached to this explanation to be incorporated into the Amended Bill if approved by the City Council.

As a result of the boundary adjustment the protest area changed due to the removal of the property at 618 West Mount Vernon Street. Eight valid protests were received from the adjusted area totaling 23.64% of the property. As such, the protest petitions filed in opposition to the rezoning were insufficient to trigger the super majority and a simple majority is required to pass this bill.

(Prior to the boundary adjustments, as previously reported, the protest petitions were sufficient to trigger the 2/3 majority requirement for passage. The resulting boundary change moved all but the 8 protesters from the 185 foot buffer.)

Because of the provisions of Section 2-57 of the Springfield City Code, the zoning amendment cannot be considered until seven members of the Council are present unless two meetings shall pass at which the amendment would otherwise have been on final passage. After two such meetings, five members of the Council at the third meeting may place the matter on final passage.

Submitted by:


Assistant City Attorney

Approved by:


City Manager

 Total Area For Protesters & Non Protesters: 161,401 SF
  Total Area For Protesters: 38,158 SF; 23.64% Of Total Area



NOTICE: All information included on this map or digital file is for informational purposes only. The City of Springfield, and its employees, do not warrant, represent or assume any liability for the accuracy, reliability, or usability 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 this data.



Zoning Protest - Z-39-2015 / COD 103



May 5, 2016



AMENDED EXHIBIT B

LEGAL DESCRIPTION

ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103

608-614 West Mount Vernon:

Beginning at the NorthWest corner of the North one half (N1/2) of the NorthEast Quarter (NE1/4) of the SouthEast Quarter (SE1/4) of Section 23, Township 29, Range 22; thence south twenty (20.0) feet and East 17 poles and 65 ½ feet for a beginning point, thence East 44 feet, thence South 185 feet, thence West 44 feet, thence North 185 feet to the point of beginning.

And

Beginning at a point 294.5 feet east of the SouthEast corner of Grant Avenue and Mount Vernon Street in the City of Springfield, thence east 51.5 feet, thence South 185 feet, thence west 51.5 feet, thence north to the point of beginning, in the City of Springfield, Greene County, Missouri.

AMENDED EXHIBIT C – ATTACHMENT 3

**CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

The requirements of *Section 36-382. of the Springfield Zoning Ordinance* shall be modified herein for development within this district.

1. Use Limitations:

- a. The maximum density for the subject property shall be limited to no more than 4 duplex buildings on the combined tract, for the maximum of eight dwelling units.
- b. All subject properties shall be combined into one lot following the Subdivision Regulations if there are any existing non-conformities.
- c. Construction of new structures shall be in general conformity with the character of many of the homes in the neighborhood and shall include front porches, gabled roofs, traditional double hung windows, lap siding and appropriate trim. The final design shall be reviewed by ARC to confirm compliance with these provisions.

One-rdg. _____
P.Hrngs. _____
Pgs. 4
Filed: 5-2-16

SUPPLEMENTAL EXPLANATION #3 TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Report on Protest to Rezoning (Z-39-2015/COD 103)

BACKGROUND: There have been no additional protest petitions received since the prior report of April 18, 2016.

The threshold has been met as Nine protest petitions had been timely filed with the City Clerk as of April 18, 2016. A report was prepared by the Department of Information Systems and filed with the City Attorney's Office on April 18, 2016, indicating that the protest petition within the 185 foot buffer account for 30.57% of the total area of the buffer and therefore does meet the threshold set forth by statute.

REMARKS: The protest petition filed in opposition to the rezoning are sufficient to trigger a 2/3 majority of all members for approval, having reached the 30% statutory requirement.

Because of the provisions of Section 2-57 of the Springfield City Code, the zoning amendment will not be able to be considered until seven members of the Council are present unless two meetings shall pass at which the amendment would otherwise have been on final passage. After two such meetings, five members of the Council at the third meeting may place the matter on final passage.

Submitted by:



Interim City Attorney

Approved by:



City Manager

One-rdg. _____
P.Hrngs. _____
Pgs. _____
Filed: _____

SUPPLEMENTAL EXPLANATION #2 TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Report on Protest to Rezoning (Z-39-2015/COD 103)

BACKGROUND: Nine protest petitions have been timely filed with the City Clerk as of April 18, 2016. A report has been prepared by the Department of Information Systems and filed with the City Attorney's Office on April 18, 2016, indicating that the protest petition within the 185 foot buffer account for 30.57% of the total area of the buffer and therefore does meet the threshold set forth by statute.

REMARKS: The protest petition filed in opposition to the rezoning are sufficient to trigger a 2/3 majority of all members for approval, having reached the 30% statutory requirement.

Because of the provisions of Section 2-57 of the Springfield City Code, the zoning amendment will not be able to be considered until seven members of the Council are present unless two meetings shall pass at which the amendment would otherwise have been on final passage. After two such meetings, five members of the Council at the third meeting may place the matter on final passage.

Submitted by:



Interim City Attorney

Approved by:



City Manager

April 18, 2016

**Tom Rykowski
City Attorney's Office**

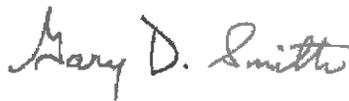
RE: Protest Petitions for Z-39-2015 / COD 103

Dear Tom,

After examining the protest petitions and properties surrounding the subject property at 608/614/618 W Mount Vernon St, I find the percentage of petitioners land lying within the 185 FT buffer to be 30.57% (58,591 SF). The total number of protester properties within the buffer area is nine.

The list of eligible protesters choosing to sign the petition and illustration of the proposed zoning area are attached. Let me know if you have any questions or need additional information.

Sincerely,



**Gary D Smith
Information Systems GIS**

CC: City Clerk, Planning Director

**Department of Information Systems
840 Boonville Avenue, P.O. Box 8388 Springfield, Missouri 65802
417-864-1628 • Fax 417-864-1122 • springfieldmo.gov**



Total Area For Protesters & Non Protesters: 191,640 SF  Total Area For Protesters: 58,591 SF; 30.57% Of Total Area



DISCLAIMER: All information included on this map or plan is provided "as is" by the City of Springfield, and no warranty, expressed or implied, concerning the accuracy, completeness, reliability, or availability 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.



Zoning Protest - Z-39-2015 / COD 103



April 24, 2016

AREA/SQUARE FT	ADDRESS	PROPERTY OWNER NAME	PERCENT OF TOTAL	VALID PERCENT
186.19	640 S Grant Ave		0.10%	
4386.31	635 S Main Ave		2.29%	
2093.77	614 W Harrison St		1.09%	
2093.91	618 W Harrison St		1.09%	
1720.38	622 W Harrison St		0.90%	
1968.48	626 W Harrison St		1.03%	
2023.01	630 W Harrison St	Peter Hendricks	1.06%	1.06%
3579.53	632 S Grant Ave	Jeffery David O'Neill	1.87%	1.87%
420.91	628 S Main Ave		0.22%	
8410.76	624 S Grant Ave	Robert Green	4.39%	4.39%
9082.68	625 S Main Ave		4.74%	
889.12	620 S Main Ave		0.46%	
8982.64	620 S Grant Ave		4.69%	
5645.30	613 W Harrison St		2.95%	
5609.98	619 W Harrison St	Peggy Patrick	2.93%	2.93%
5640.82	623 W Harrison St		2.94%	
5614.49	627 W Harrison St	Bailely Grace	2.93%	2.93%
1362.45	616 S Main Ave		0.71%	
9143.33	617 S Main Ave		4.77%	
4818.99	618 S Grant Ave		2.51%	
5942.96	613 S Main Ave		3.10%	
4192.62	612 S Grant Ave		2.19%	
3256.14	530 W Mount Vernon St		1.70%	
7763.17	607 S Main Ave		4.05%	
3839.90	604 W Mount Vernon St	Alan Neff	2.00%	5.64%
10798.70	626 W Mount Vernon St	Alan Neff	5.64%	4.69%
8983.55	632 W Mount Vernon St	Alan Neff	4.69%	4.28%
8200.23	638 W Mount Vernon St		4.28%	
1655.72	515 W Mount Vernon St		0.86%	
35905.43	506 S Grant Ave		18.74%	
4955.19	503 W Mount Vernon St		2.59%	
5370.13	605 W Mount Vernon St	Sharon L. Klebofski	2.80%	2.80%
12.63	519 S Main Ave		0.01%	
7089.90	611 W Mount Vernon St		3.70%	
191640.35			100.00%	30.57%

One-rdg. _____
P.Hrngs. _____
Pgs. 4
Filed: 2-8-16

SUPPLEMENTAL EXPLANATION TO COUNCIL BILL NO. 2016-034

ORIGINATING DEPARTMENT: LAW

PURPOSE: Report on Protest to Rezoning (Z-39-2015/COD 103)

BACKGROUND: Eight protest petitions have been timely filed with the City Clerk as of February 8, 2016. A report has been prepared by the Department of Information Systems and filed with the City Attorney's Office on February 8, 2016, indicating that the protest petition within the 185 foot buffer account for 26.18% of the total area of the buffer and does not meet the threshold required by statute.

REMARKS: The protest petition filed in opposition to the rezoning is insufficient to trigger a 2/3 majority for approval, having not reached the 30% statutory requirement. A simple majority is all that is required for passage.

Because of the provisions of Section 2-57 of the Springfield City Code, the zoning amendment will not be able to be considered until seven members of the Council are present unless two meetings shall pass at which the amendment would otherwise have been on final passage. After two such meetings, five members of the Council at the third meeting may place the matter on final passage.

Submitted by:



Assistant City Attorney

Approved by:



City Manager

February 4, 2016

Tom Rykowski
City Attorney's Office

RE: Protest Petitions for Z-39-2015 / COD 103

Dear Tom,

After examining the protest petitions and properties surrounding the subject property at 608/614/618 W Mount Vernon St, I find the percentage of petitioners land lying within the 185 FT buffer to be 26.18% (50,181 SF). The total number of protester properties within the buffer area is eight.

The list of eligible protesters choosing to sign the petition and illustration of the proposed zoning area are attached. Let me know if you have any questions or need additional information.

Sincerely,


Gary D Smith
Information Systems GIS

CC: City Clerk, Planning Director

Department of Information Systems
840 Boonville Avenue, P.O. Box 8368 Springfield, Missouri 65802
417-864-1628 • Fax 417-864-1122 • springfieldmo.gov



AREA/SQUARE FT	ADDRESS	PROPERTY OWNER NAME	PERCENT OF TOTAL	VALID PERCENT
186.19	640 S Grant Ave		0.10%	
4386.31	635 S Main Ave		2.29%	
2093.77	614 W Harrison St		1.09%	
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4955.19	603 W Mount Vernon St		2.59%	
5370.13	605 W Mount Vernon St	Sharon L. Klebofski	2.80%	2.80%
12.63	519 S Main Ave		0.01%	
7089.90	611 W Mount Vernon St		3.70%	
191640.35			100.00%	26.18%

EXPLANATION TO COUNCIL BILL NO: 2016- 034

FILED: 01-19-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-39-2015/CONDITIONAL OVERLAY DISTRICT NO. 103

The applicant is proposing to rezone the subject property from a R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 103. The proposed Conditional Overlay District will restrict the residential density to 11 dwelling units per acre or less and require a combination of all subject properties. A landscaped buffer yard "Type B" at least 15 feet wide is required between any adjacent R-SF District and no portion of a structure shall be higher than forty-five (45) degree bulk plane where the property adjoins a R-SF District.

The Growth Management and Land Use Plan of the Comprehensive Plan designate this area as appropriate for Medium or High Density Housing uses. The plan recommends townhouses and multi-family apartments where there is good traffic access, when located between low-density housing and non-residential land uses, and at high-amenity locations. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

REMARKS: The Planning and Zoning Commission held a public hearing on January 7, 2016, and recommended approval, by a vote of 5 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached Record of Proceedings, "Exhibit A").

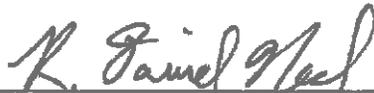
The Planning and Development staff recommends the application be approved with the requirements of Conditional Overlay District No. 103 (see the attached Development Review Staff Report, "Exhibit C").

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan of the Comprehensive Plan identify this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation. The Growth Management and Land Use Plan also encourage a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.

2. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objective 4a, Increase density in activity centers and transit corridors.
3. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure. The request will change the status of two non-conforming uses and make them conforming.
4. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.
5. The proposed conditional overlay district will lower the residential density similar to the R-TH, Residential Townhouse District. The R-TH District zoning district allows duplexes. The development requirements in the R-LD District are adequate for mitigating any other potential impacts of the proposed development on the adjoining properties.

Submitted by:



Daniel Neal, Senior Planner

Reviewed by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Legal Description
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Neighborhood Meeting Summary
- Attachment 3, Conditional Overlay District Provisions
- Attachment 4, Neighborhood Correspondence

EXHIBIT A

RECORD OF PROCEEDINGS Planning and Zoning Commission January 7, 2016

Z-39-2015 w/COD #103
608, 614 & 618 West Mt. Vernon Street
Applicant: Mt. Vernon 608, LLC

Mr. Hosmer stated that this is a request to rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

The Growth Management and Land Use Plan of the Comprehensive Plan identify this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation.

The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

The history of this property is prior to 1995 these properties were originally zoned as C-3, Commercial District, which allowed for both commercial and all types of residential uses. In 1995 the city wide reclassification rezoned these properties to R-MD, Medium-Density Multi-Family Residential District. In 1998, the West Central Neighborhood Strategic Plan was adopted and identified these properties as appropriate for R-SF, Single Family zoning. In 1998-99, the City rezoned this area to R-SF. In 2001, the City adopted the Growth Management and Land Use Element of the Comprehensive Plan that identified these properties as appropriate for Medium-to High-Density Housing. Staff recommends approval.

Mr. Baird opened the public hearing.

Mr. Geoff Butler, 319 N. Main, this property was originally zoned C-3, then in 1995 after the reclassification all of the properties in the community had to be remapped because C-3 did not allow residential at all. 618 W. Mt. Vernon is the largest piece and it has a dilapidated single family residence, which is a one bedroom house. All the other rooms that might qualify for a bedroom does not have any windows. It cannot be considered a two or three bedroom home and it has been added onto several times. It needs to be demolished and new construction placed there. Interesting part of the remapping, it was remapped to multi-family and all the property owners in the community had an opportunity to present, but since those properties were multi-family, they were probably fine with it. I do not know what happened to get it rezoned RS-F and if the property owners knew and only the owners can rezone their property and yet it was rezoned to RS-F making two of the properties non-conforming uses, which means if it is destroyed they would have to build a single family home. We are trying to make the two properties conforming and redevelop the third property. We think it is an appropriate use, it is on a collector street and it is a good place for a low density multi-family housing.

Mr. Cline reaffirmed that was being rebuilt, but knocking down the little house and put something there. He asked whether the duplexes are remaining as duplexes.

Mr. Butler said that they are remaining duplexes and have been significantly rehabilitated over the last year since they have been acquired. They haven been gutted and rebuilt and in the past, they were not that nice and all of the problems that the neighborhood had there were from the prior owners, who did not keep the property up. My client, their organization, has a history of buying properties and significantly investing in their area and improving the properties. These two properties on the east side have been significantly invested and they have been redone and with that come a better and more affluent tenant and they can charge more rent because it is a nicer property. That is the goal that we are going to invest in the community and invest in the area and make that something worth while.

Mr. Doennig, in requesting the change to RL-D with the Conditional Overlay District, are you trying to create something of hybrid between the RL-D district and the R-TH district.

Mr. Butler stated that the R-TH only allows one building, a duplex on one lot.

Mr. Doennig asked because of the two duplexes on one lot.

Mr. Butler stated that they have 2 duplexes and R-TH will not be appropriate, because R-TH only allows 11 units per acre, but the only way to get 11 units per acre would be to sub-divide into multiple lots and can't meet the subdivision regulations to do it. We want to put a four-plex in and there is plenty of room for parking so R-TH would be great if were not tied to one lot per building.

Mr. Doennig asked if they wanted to avoid the minor subdivision and do it the way as mentioned.

Mr. Butler stated that they could not do it with a subdivision because they cannot create enough lots to get 11 units an acre and use the R-TH with conditional overlay district to reduce the density to what is appropriate.

Mr. Gene Beauchamp, 3220 W. Meadowlark Circle, has a rental house that touches this area at 614 West Harrison. Approves for this project to go forward, but two concerns. Parking is a problem, fire trucks cannot go down Main Street if a vehicle is parked on the right and the left, it is totally impossible. Wants to make sure that the rental or lease agreement is enforced, because it will enforce the parking. The second item are the civil war artifacts, Mr. James Cox, who belongs to the Civil War Round Table and other organizations. The area is part of the old battle of Springfield, there should be many bullets and other artifacts buried so whoever is digging, they need to be aware of any artifacts. When Hammon's Tower was built, they had to look for civil war artifacts and it is very important. Please observe for anything of artifacts that may be there.

Mr. Baird stated that he would hope that anyone working on the site that they do pay attention, because it is a historical part of the area and the City. Mr. Baird then asked if Mr. Beauchamp was more concerned with people parking on the street or what the specific concern.

Mr. Beauchamp stated that people may stay longer and can't park on Main Street, so they would need to be very careful and enforce the parking by the landlord.

Ms. Kathleen Cowens, 741 S. Market Avenue, and is the president of West Central Neighborhood Alliance. The West Central board voted in favor of retaining the RS-F zoning. Retaining the present zoning is probably the main West Central priority by stabilizing the neighborhood and community by promoting ownership occupant housing. It has been a consistent goal for the West Central Neighborhood for the past 25 years or more and has found many references or policies promoting owner occupied homes. The West Central board is in full support of the wishes of Alan and Patricia Neff as well as many others. They have been long time residents and have changed their corner of the neighborhood and living in a lovely home. West Central has been really working hard at stabilizing the neighborhood. There has been a lot of focus on decreased home ownership and increased crime. With an apartment dwelling, there is an increase of noise, and people coming and going and believe that college students will be the targeted tenants. She also stated that she is aware that the Planning and Zoning commission is consistent with the Comprehensive Plan, the adopted goals, objectives, and policies related to community development. She also stated concerns regarding the future and what might happen to the properties and is not aware of anyone in the neighborhood is supportive of the zoning change or the four unit apartment complex.

Mr. Cline asked when the West Central board vote occurred.

Ms. Cowens stated that it was taken this week via e-mail. Six people said yes, one person abstained, one is out of town and two people did not respond.

Mr. Cline asked if the West Central vote was known to the Planning staff.

Ms. Cowens stated that they did not know of the vote.

Mr. Cline asked about a plan for the neighborhood, is it part of the Comprehensive Plan or something that the West Central neighborhood has put together for itself.

Ms. Cowens said that it would be in conjunction with the City.

Mr. Baird stated that it be a good plan if anytime you could get a group of people together and move in one direction.

Ms. Patricia Neff, 632 W. Mt. Vernon, our home was built in 1895 and has been familiar with this neighborhood for 60+ years. In 1995 I came forward requesting the zoning to be changed to RS-F. Our home at that time was commercial and changed our home from a 3-plex to a single family home. We have been working for the 35 years to restore our Victorian home and the house next door and help promote a better neighborhood. In 1999 when the duplexes were built they were rented to low income person and become a consent crime, a consent noise, disturbance, fighting, and the police were consistently being called. I'm asking that the zoning stay as is so we can rebuild the neighborhood. She also stated that she is concerned with the run off water because if there is a lot of rain, the water flows down the street and gathers on the corner.

Mr. Cline asked if the duplexes would be targeted towards students.

Ms. Neff stated that she thought they would be for students.

Mr. Rose asked how the addresses are divided up.

Mr. Hosmer stated that there are three lots, 608, 614, and 618 W. Mt. Vernon. The parcels are ownership and not subdivision parcels.

Ms. Brandy Roberts, 626 W. Mt. Vernon concerned with more density in the neighborhood and another concern was an incident taken place July 25, 2013 at the duplexes was a shooting. This is a very dense neighborhood, it requires two police squads and we have a lot of crime in the neighborhood and want to keep with single family homes.

Ms. Dixie Decker, 1122 E. Walnut, property owner of the addresses in question. We have spent \$100,000 fixing up the properties to make it a better street and neighborhood. We have several properties in this area and provide parking for each of them and have improved the community and the streets.

Mr. Baird asked if they give thought to the neighborhood while designing or do they just have a plan to as to what is being built.

Ms. Decker stated that the interior design typically does not change and there is a standard operating procedure. On the exterior we try to comply with what the neighborhood already looks like. That is the goal when we start planning.

Mr. Baird also asked if they primarily rent to students.

Ms. Decker stated that there are a lot of students in the area, however most of the time the parents are involved because we charge a higher rental price and that typically brings parents and kids together on the leases.

Mr. David Eslick, 3311 S. Elmira, on the Landmarks Board is in favor and has seen the work the Decker's have done. They have done a very good of matching the architecture on Walnut Street with the neighborhood. The properties that I have seen them redo have significantly improved the neighborhoods.

Ms. Phyllis Netzer, 845 S. Missouri Avenue, does not want to speak, however has filled out one of the forms.

Ms. Terry Knapp, 931 W. Monroe Terrace, a member on the West Central Neighborhood and would not to see the neighborhood being turned into what developers whatever they want to do. The goal of West Central neighborhood is to make it single family homes and this defeats the purpose.

Mr. Cline stated that he is familiar with the neighborhood and knows about the crime in the neighborhood. He asked if Ms. Knapp was aware of criminal property problems of the new owners.

Ms. Knapp replied that she is not aware of any of criminal property problems but stated that she does not want the neighborhood denser and wants to keep the single family home.

Mr. Baird closed the public hearing.

Mr. Baird stated that he usually drives by the neighborhood and does a cursory look. The cursory drive in the area looked like a great place for this development and is a difficult one after reading the public comments.

Mr. Edwards stated the Neighborhood Associations are the key to keeping what we have in the community. This case is not cut and dry and the applicants do own the property and have the rights to petition this council for the zoning change. The zoning change is not out of line with the neighborhood and I plan to support this case, but hope that the landlords will do right by the neighborhood and I believe it will be an improvement.

Mr. Rose, stated he has no trouble supporting the rezoning the lots of the duplexes, however hesitates on the single family house that is on a single family zoned lot. I ultimately support this rezoning because I believe it will be the best outcome for the neighborhood.

Mr. Cline stated that he does not believe that it about concepts of density however more with the kinds of neighbors that lower income people make and more to do with landlords that are not paying attention. I will support this and Butler Rosenbury is good company and is impressed with the owners that spoke. I am troubled by what appears to a blanket assumption that density, renters, poor people equal problems. This is good rezoning and I am voting yes.

Mr. Doennig stated that the decision on 608 & 614 is easy, bringing properties that are compatible to a zoning by its current use. The single family residence is more of a problem as I feel that we really need to work very hard in Springfield to preserve the existing house stock. When looking at the surrounding neighborhood we have RL-D and R-TH zoning all around, I believe that the developer with respect to the conditional overlay district is reasonable and hope they will be something to the neighborhood that will add value and plan to vote yes.

COMMISSION ACTION:

Mr. Edwards motions that we approve Z-39-2015 w/COD #103 (608, 614 & 618 West Mt. Vernon Street). Mr. Rose seconded the motion. The motion carried as follows: Ayes: Baird, Edwards, Doennig, Cline, and Rose. Nays: None. Abstain: None. Absent: Ray, Shuler, and Cox



Bob Hosmer, AICP
Principal Planner

**EXHIBIT B
LEGAL DESCRIPTIONS
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

608-614 West Mount Vernon:

Beginning at the NorthWest corner of the North one half (N1/2) of the NorthEast Quarter (NE1/4) of the SouthEast Quarter (SE1/4) of Section 23, Township 29, Range 22; thence south twenty (20.0) feet and East 17 poles and 65 ½ feet for a beginning point, thence East 44 feet, thence South 185 feet, thence West 44 feet, thence North 185 feet to the point of beginning.

And

Beginning at a point 294.5 feet east of the SouthEast corner of Grant Avenue and Mount Vernon Street in the City of Springfield, thence east 51.5 feet, thence South 185 feet, thence west 51.5 feet, thence north to the point of beginning, in the City of Springfield, Greene County, Missouri.

618 West Mount Vernon:

Beginning at the NorthWest corner of the North one half (N1/2) of the NorthEast Quarter (NE1/4) of the SouthEast Quarter (SE1/4) of Section 23, Township 29, Range 22; thence south twenty (20.0) feet; thence east twelve (12) rods for a beginning point; thence South eighteen (18) rods; thence east five (5) rods and thirteen (13) feet; thence North eighteen (18) rods; thence west five (5) rods and thirteen (13) feet to the beginning; except the South one hundred and twenty five (125.0) feet all in Springfield, Greene County, Missouri except that part taken, deeded or used for road purposes.

Development Review Staff Report

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

Z-39-2015/Conditional Overlay District No. 103

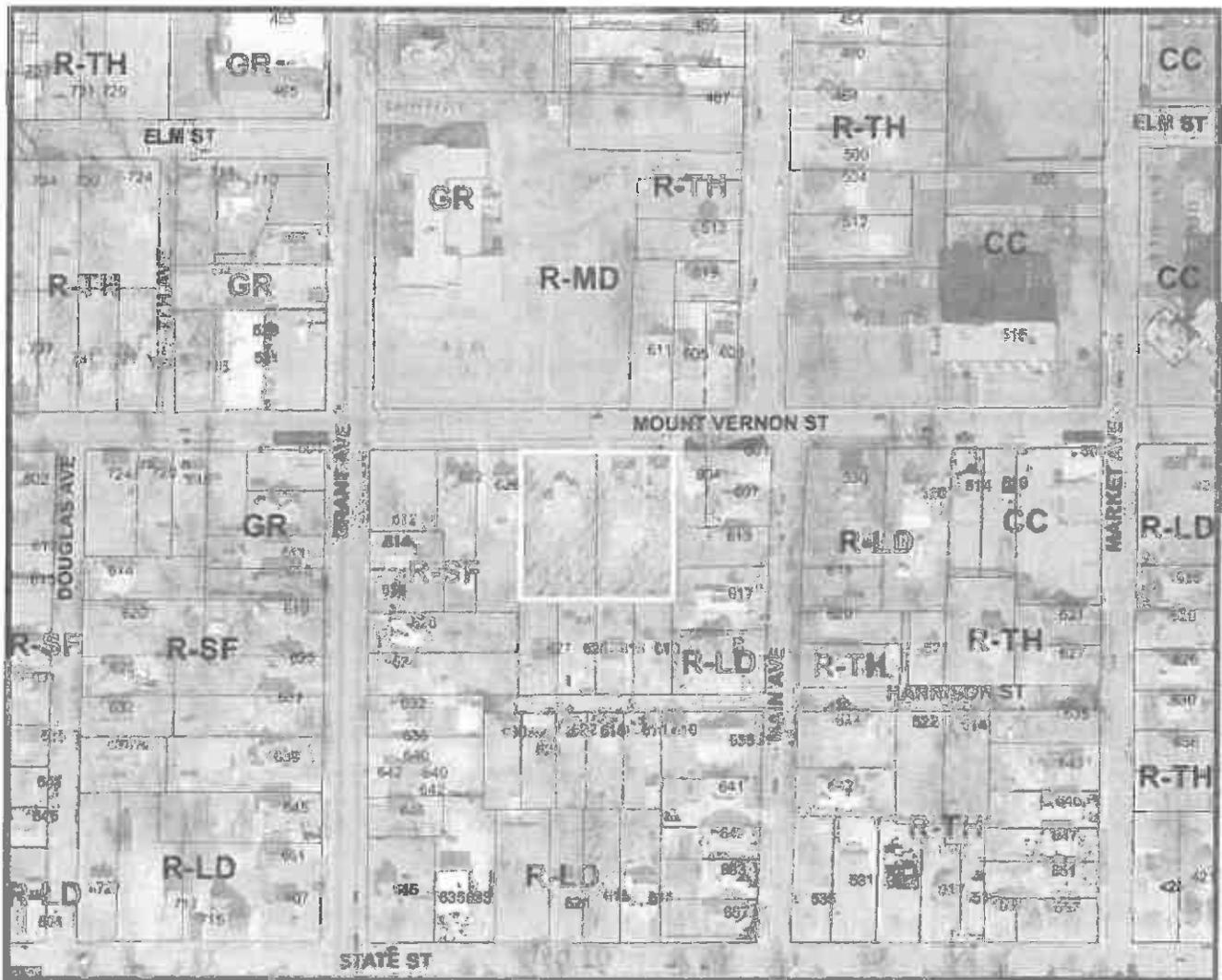
Location: 608, 614 & 618 W. Mount Vernon Street

Current Zoning: R-SF, Single-Family Residential

Proposed Zoning: R-LD, Low-Density Multi-Family Residential
& COD #103



LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

**DEVELOPMENT REVIEW STAFF REPORT
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

PURPOSE: To rezone approximately 0.81 acres of property generally located at 608, 614 and 618 West Mount Vernon Street from an R-SF, Single-Family Residential District to a R-LD, Low-Density Multi-Family Residential District; and establishing Conditional Overlay District No. 103.

REPORT DATE: December 30, 2015

LOCATION: 608, 614 and 618 West Mount Vernon Street

APPLICANT: Mount Vernon 608, LLC

TRACT SIZE: Approximately 0.81 acres

EXISTING USES: Two existing legal non-conforming duplexes and a single-family residence

PROPOSED USES: Retain existing duplexes and multi-family residential uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The Growth Management and Land Use Plan of the Comprehensive Plan identifies this as an appropriate area for Medium or High Density Housing. The requested R-LD, Low-Density Multi-Family Residential zoning is consistent with this recommendation. The Growth Management and Land Use Plan also encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.
2. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use Major Goal 4: Develop the community in a sustainable manner. Objective 4a, Increase density in activity centers and transit corridors.
3. This request is consistent with the City's policies to promote infill development and increased intensity where investments have already been made in public services and infrastructure. The request will change the status of two non-conforming uses and make them conforming. This will provide investment security for improvements on the property.
4. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.

- The proposed conditional overlay district will lower the residential density similar to the R-TH, Residential Townhouse District. The R-TH District is the least dense zoning district that allows duplexes. The development requirements in the R-LD District are adequate for mitigating any other potential impacts of the proposed development on the adjoining properties.

RECOMMENDATION:

Staff recommends approval of this request

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-TH & R-MD	Public School and single-family residence uses
East	R-SF	Duplex and single-family residences
South	R-SF	Single-family residences
West	R-SF	Single-family residence

COMPREHENSIVE PLAN:

- The Growth Management and Land Use Plan of the Comprehensive Plan designates this area as appropriate for Medium or High Density Housing uses. The plan recommends townhouses and all multi-family apartment buildings in this category, which are located where there is good traffic access, located between low-density housing and non-residential land uses, and at high-amenity locations. The Major Thoroughfare Plan classifies Mount Vernon between Grant and Campbell as a collector roadway which supports the proposed land use. The Growth Management and Land Use Plan also encourages a variety of housing types that would enable developers to compete more effectively and provide a greater housing choice for residents.

HISTORY:

- These properties were originally zoned as C-3, Commercial District, prior to the 1995 City-wide reclassification. This district allowed for both commercial and all types of residential uses. The 1995 reclassification rezoned these properties to R-MD, Medium-Density Multi-Family Residential District. In 1998, the West Central Neighborhood Strategic Plan was adopted and identified these properties as appropriate for R-SF zoning. In 1998-99, the City rezoned this area to R-SF. In 2001, the City adopted the Growth Management and Land Use Element of the Comprehensive Plan that identified these properties as appropriate for Medium-to High-Density Housing.

STAFF COMMENTS:

1. The applicant is proposing to rezone the subject property from an R-SF, Single-Family Residential District to an R-LD, Low-Density Multi-Family Residential District with Conditional Overlay District No. 103. The proposed Conditional Overlay District (Attachment 3) will restrict the residential density to 11 dwelling units per acre or less. The applicant is also proposing to combine the subject properties at 608, 614 and 618 West Mount Vernon Street. The proposed rezoning to R-LD will make the two existing duplexes conforming uses and allow the property at 618 West Mount Vernon to be redeveloped for higher density. The existing structures at 608 and 614 West Mount Vernon St. were converted to duplexes around 1998, but were being used as 4-plexes before then. The applicant also owns the property at 604 West Mount Vernon which was initially a part of this request but has since been removed from consideration.
2. The R-LD District is intended to accommodate multi-family developments at densities up to approximately eighteen (18) units per acre and is intended to have all vehicular access from a collector or higher classified street without traversing minor streets in adjoining residential neighborhoods. The applicant is requesting a conditional overlay district that will restrict the maximum density to eleven (11) dwelling units per acre. The Multi-Family Location and Design Guidelines are not required for multi-family developments at eleven (11) dwelling units per acre or less. The current R-SF, Single-Family Residential District allows for a maximum residential density of 7 du/ac. The proposed conditional overlay district will restrict the residential density to 11 dwelling units per acre which is similar to the R-TH, Residential Townhouse District. This is a difference of 4 du/ac. While both the R-TH and R-LD Districts allow duplexes, the primary difference is that the R-TH District only allows one duplex per lot while the R-LD allows for multiple duplexes or units on a single lot.
3. If the existing duplexes are not rezoned and brought into a conforming status, then in the event that any building or structure is damaged or destroyed, by any means, to the extent of more than seventy-five (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.
4. A traffic study was not warranted by Public Works Traffic Division since the rezoning from R-SF to R-LD with COD #103 on such small lots will not generate a significant amount of additional traffic. The Major Thoroughfare Plan classifies Mount Vernon Street as a collector roadway which supports the proposed land use.
5. The property to the east, south and west of the subject property is zoned R-SF, Single Family Residential. The normal bufferyard required between R-LD and R-SF zoning would be a landscaped Bufferyard "Type B" at least 15 feet wide. For

each one-hundred (100) linear feet of bufferyard, there must be one (1) canopy tree, one (1) understory tree, one (1) evergreen trees and six (6) shrubs. There are no required structures (i.e. solid fence, wall or hedge) in Bufferyard "B". The subject property qualifies for narrow and shallow lot exemptions because it is less than 200 feet wide and deep, however, the landscaping and structure requirements for the alternative bufferyard are more restrictive. All structures shall remain below a forty-five (45) degree bulk plane as measured from the boundaries of any R-SF district. The property to the north is zoned R-TH and R-MD, therefore no bufferyards are required across Mount Vernon Street.

6. The standard development requirements in the R-LD District are otherwise adequate for mitigating potential impacts of the multi-family uses on the adjoining single-family residential properties. No portion of a multi-family structure shall be higher than forty-five (45) degree bulk plane where the property adjoins an R-SF District. The standard requirements for noise, lighting, odor and signage will be covered by the Zoning Ordinance.
7. The proposed rezoning was reviewed by City departments and comments are attached (Attachment 1).

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting with property owners, residents and any registered neighborhood association within 500 feet of the subject properties on November 18, 2015. A summary of the meeting is attached (Attachment 2).

PUBLIC COMMENTS:

The property was posted by the applicant or their representative on December 17, 2015 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Thirty-one (31) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

January 25, 2016

STAFF CONTACT PERSON:

Daniel Neal
Senior Planner
864-1036

**ATTACHMENT 1
DEPARTMENT COMMENTS
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

BUILDING DEVELOPMENT SERVICES COMMENTS:

1. Building Development Services does not have any issues with R-LD zoning with the COD to reduce the density.

TRAFFIC DIVISION COMMENTS:

1. No traffic issues with the proposed zoning request. The requested rezoning will not generate a significant amount of traffic to trigger a traffic study.

STORMWATER COMMENTS:

1. There are no stormwater issues with rezoning this property. Please note, however, that development (or re-development) of the property will be subject to the following conditions at the time of development.
2. Any increase in impervious area will require the development to meet current detention and water quality requirements. Existing impervious surfaces currently in good condition can be credited as existing impervious surface. Existing gravel surfaces meeting the above definition are eligible for 50% credit.
3. A payment in lieu of construction of detention facilities is not an option for this site due to existing downstream flooding problems.
4. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or drainage easement.

CLEAN WATER SERVICES COMMENTS:

1. No objections to rezoning

CITY UTILITIES:

1. No objection. CU has all facilities available to provide service.

November 18, 2015

Neighborhood Meeting Notes

Rezoning 604, 608, 614, 618 W Mount Vernon

Below is a summary of concerns expressed:

They do not want renters. They want Homeowners. They said that renters don't take care of the properties and in the past let the property run down and then the druggies and prostitutes move in.

Our response: We are investing in the area and improving property values in the area and with that investment comes higher rents and a better more affluent renter. Zoning does not address ownership. It merely addresses whether the tract of land can have one dwelling or more than one. A multifamily residential building could have four or five units in it and all could be owned under a condominium ownership.

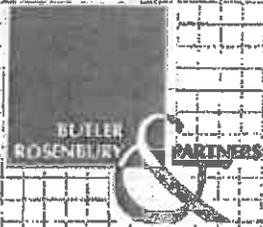
They would prefer that the three existing duplexes be converted to single family homes rather than rezone them to allow multifamily housing which they already are.

Our Response: These are already legal non conforming uses but if they get damaged by a storm or a fire, they could not be rebuilt as anything other than a single family home without the rezoning. This property was zoned C-3 Commercial prior to 1995 when the new zoning went into effect. However, they were remapped as R-SF incorrectly and should have been zoned multifamily at that time. This corrects that mistake.

They are opposed to removing the 618 property (which is an older single family property) from the zoning application so that the others could be properly zoned.

Our Response: We offered to just rezone the three duplexes and they would not consider it. The 618 property is in very poor shape. It is a one bedroom home and the floors sag, the roof leaks and sags and it cannot be renovated to make it a desirable property without spending more money than it is worth. It would never sell or rent in a manner that the investment could be returned.

We could not find any common ground on things which would satisfy them except leaving it all RSF and converting the duplexes to single family homes.



Architects
 Engineering
 Planning
 Project Management

NEIGHBORHOOD MEETING
 REZONING - 604 - 618 MT VERNON
 NOV 18 2015
 4:00 - 6:30 PM

YOUR VISION. OUR FOCUS.

NAME	ADDRESS	PHONE #
S. David Carr	500 W. Mt Vernon S.	849-3941
PAT NOTT	632 W. Mt Vernon	864-5700
Alan Goff	632 W. Mt Vernon	
BRANDY ROBERTS	6216 W. Mt Vernon	417-894-7899
Phyllis Metzger	845 S. MISSOURI	866-8776
Kathleen Collins	741 S. Market Ave	865-7427
Terry Ann Kapp	931 W. Memorial Terrace	865-3158
Rusty Worley	807 W. Walnut	568-8866
Caron Barnett	800 W. Walnut	314-825-6498
John Dukewits	941 W. LOMBARD	417-766-6818
Karl Jaska	111 S. MARKET AVE. 626, 630, 630	817-922-8522

BRANDON DICKMAN
 DIXIE VAUGHN

ROZA HOMES

GEOFF BUTLER

BUTLER ROSENBERG

319 North Main, Suite 200
 Springfield, Missouri 65806
 Phone: 417.865.6100
 www.brpac.com



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October 28, 2015

To: Nearby Neighbors of the properties at 604, 608, 614 and 618 West Mount Vernon

Re: Proposed Rezoning

Greetings,

I am representing the property owners of the above properties on West Mount Vernon. There are three lots there which they want to rezone from R-SF single family residential to R-LD Residential low density. 608 and 614 Mount Vernon are existing duplex units which are being rehabbed. The property at 618 Mount Vernon will be demolished and a new multi-family building with five units is planned there. 604 Mount Vernon is an existing single family house which will eventually be combined with 608 and 614 when that needs to be redone.

The purpose of this letter is to let you know of the upcoming zoning process and to invite you to a Neighborhood meeting that we are holding on **Wednesday evening November 18th between 4:00 PM and 6:30 PM.** The meeting will be held at **618 Mount Vernon.** There will be no formal presentation so you can come by any time during that period and I will be there to answer any questions you might have.

If you do not have time to come by please feel free to call me to discuss your concerns. My contact information is at the bottom of the first page of this letter.

Sincerely,

BUTLER, ROSENBURY & PARTNERS, INC.

Geoffrey H. Butler, AIA
Architect & Partner

GHB

CC: City of Springfield – Planning and Zoning Commission

Geoffrey H. Butler, AIA
Architect & Partner
Direct Line: 417.521.6106
Mobile: 417.848.6000
Email: butler@brpae.com

319 North Main, Suite 200
Springfield, MO 65806
Phone: 417.865.6100
Fax: 417.865.6102
www.brpae.com



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December 4, 2015

To: Nearby Neighbors of the properties at 608, 614 and 618 West Mount Vernon

Re: Proposed Rezoning

Greetings,

I am representing the property owners of the above properties on West Mount Vernon. There are lots there which they want to rezone from R-SF single family residential to R-LD Residential low density with a Conditional Overlay District limiting the density to 11 units per acre. 608 and 614 Mount Vernon are existing duplex units which are being rehabbed. The property at 618 Mount Vernon will be demolished and a new fourplex multi-family building is planned there. Previously 604 Mount Vernon was a part of this zoning but it has been removed from the application.

The purpose of this letter is to let you know that 604 Mount Vernon was removed from the request and that the zoning public hearing has been tabled until January 7th. Also please find the Notice form which was inadvertently omitted from our last letter to the neighborhood. We apologize for any inconvenience this might have caused.

Please feel free to call me any time to discuss your concerns. My contact information is at the bottom of the first page of this letter.

Sincerely,

BUTLER, ROSENBURY & PARTNERS, INC.

Geoffrey H. Butler, AIA
Architect & Partner

GHB

CC: City of Springfield – Planning and Zoning Commission

Geoffrey H. Butler, AIA
Architect & Partner
Direct Line: 417.521.6106
Mobile: 417.848.6000
Email: butler@brpac.com

319 North Main, Suite 200
Springfield, MO 65806
Phone: 417.865.6100
Fax: 417.865.6102
www.brpac.com

**ATTACHMENT 3
CONDITIONAL OVERLAY DISTRICT PROVISIONS
ZONING CASE Z-39-2015 & CONDITIONAL OVERLAY DISTRICT NO. 103**

The requirements of *Section 36-382. of the Springfield Zoning Ordinance* shall be modified herein for development within this district.

1. Use Limitations:

- a. The maximum density for the subject properties are eleven (11) dwelling units per acre.
- b. All subject properties shall be combined into one lot following the Subdivision Regulations if there are any existing non-conformities.

NOTICE

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, 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 Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	12-9-2015	Telephone No.	417-689-0341
YOUR NAME:	Phyllis Neizer		
YOUR ADDRESS:	845 S Missouri Ave		
PROJECT ADDRESS:	600 blk of Mount Vernon St.		
COMMENTS:	<p>The people of this neighborhood have fought, argued for at least 15 years to have single-family zoning as much as possible. There have been multiple RLD and above constructed in the last several years.</p> <p>The WCN has been a blighted neighborhood for several years. Until we, everyone, make efforts for more home ownership and less multi-family use we will never be able to crawl out of this "Blighted" label. IT is a shame to have these beautiful old homes upgraded in Density.</p> <p>So someone, who doesn't live in the neighborhood, can make a few more bucks,</p>		

City of Springfield, Missouri - Development Review Office - 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax

CAN YOU MAIL another f to me?

NOTICE

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.

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Bob Hosmer, AICP Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	12-21-15	Telephone No.	863-1205
YOUR NAME:	Reggy J. Patrick		
YOUR ADDRESS:	619 West Harrison St, Springfield, MO 65806		
PROJECT ADDRESS:	608, 614, & 618 West Mt. Vernon St.		
COMMENTS:	<p>I believe that the duplexes at 608 & 614 W Mt. Vernon should remain as R-9F - single family residential.</p> <p>I believe the home at 618 W. Mt. Vernon should be rehabbed and remain as R-9F - single family residential.</p> <p style="text-align: right;">Reggy J. Patrick</p>		

NOTICE

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.

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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 Principal Planner
 City of Springfield Development Review Office
 840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	Dec 30, 2015	Telephone No.	417-864-5700
YOUR NAME:	PATRICIA NEFF & ALAN NEFF		
YOUR ADDRESS:	632 632 W. MT. VERNON ST. SpA, MO 65806		
PROJECT ADDRESS:	608, 614 & 618 W. MT VERNON ST. Springfield, MO 65806		
COMMENTS:	We are the property owners of 638, 632, 626, MT Vernon - IN 1995 - I spoke before the City Council on the zoning to R-5F. Our Home at 632 was a 3 unit, our property at 626 was a 2 unit the were changed to single family we reside at 632 W MT Vernon this has been our dwelling for the past 35 years. We wish to see this neighborhood over come it's current reputation. I believe leaving the current properties as R-5F is the only hope for this block. Please DO NOT Rezone		

City of Springfield, Missouri - Development Review Office 840 Boonville, Springfield, MO 65802 - 417.864.1611 Phone / 417.864.1882 Fax
 Page 6 of 10

Patricia Neff
Alan Neff

NOTICE

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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, 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 Principal Planner
City of Springfield Development Review Office
840 Boonville Ave, Springfield Missouri 65801

Comment Card: mail comments to the address above or email comments to zoning@springfieldmo.gov

DATE:	12/30/15	Telephone No.	417 894-7849.
YOUR NAME:	Brandy Roberts		
YOUR ADDRESS:	1418 W. Mt. Vernon		
PROJECT ADDRESS:	1418-1414-1408 W. Mt. Vernon		

COMMENTS: I am concerned about the current density of our neighborhood. I am also concerned about the high crime rate in direct correlation to the density. I am not in favor of the rezoning of 1418-1414-1408 W. Mt. Vernon. The duplexes 1414 & 1408 have been constant culprits of rotating crime & violence. 1418 W. Mt. Vernon is a nice livable home that should not be demolished to build a multi-dwelling unit. It's absurd. In the 8 years I have lived next door to 1418 it has never been an issue. ~~done~~ This block

RECEIVED
 DEC 18 2015
 BY: *Alvin* - 3:50 PM

**ZONING PROTEST PETITION TO THE
 CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. 2-39-2015 Ce-116, City Council Bill No. _____ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
Alan Neff	632 West Mt Vernon	626 Mt. Vernon	<i>Alan Neff</i>
PATRICIA NEFF	"	"	<i>Patricia Neff</i>
Alan Neff	"	638 West Mt Vernon	<i>Alan Neff</i>
PATRICIA NEFF	"	"	<i>Patricia Neff</i>
Alan Neff	"	632 W. Mt. Vernon	<i>Alan Neff</i>
PATRICIA NEFF	"	"	<i>Patricia Neff</i>

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
 COUNTY OF GREENE ss.

On this 2nd day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Judy K. White
 Notary Public

My Commission Expires: October 20, 2019

(SEAL)

JUDY K. WHITE
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Greene County
 My Commission Expires: October 20, 2019
 Commission Number: 16987652

RECEIVED
 DEC 30 2015
 BY: *Shirley Allen* 9:29am

**ZONING PROTEST PETITION TO THE
 CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 w/COD #103, City Council Bill No., _____ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Peter Hendricks</i>	<i>630 W. Harrison ST</i>		<i>[Signature]</i>
<i>Carolyn Hendricks</i>	<i>630 W. Harrison ST</i>		<i>Carolyn Hendricks</i>

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
 COUNTY OF GREENE ss.

On this 29 day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(SEAL)

[Signature]
 Notary Public

My Commission Expires: 5-31-2019

SHIRLEY J. ALLEN
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Polk County
 My Commission Expires: May 31, 2018
 Commission Number: 16489382

**ZONING PROTEST PETITION TO THE
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

RECEIVED
 12-28-15
 BY: *Chris Meyer* 2:25pm

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 COD 103 City Council Bill No., _____ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Jeffrey David O'Neill</i>	<i>132 S Great AVE</i>		<i>Jeffrey D O'Neill</i>

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
 COUNTY OF GREENE ss.

On this 22nd day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Shirley J. Allen
 Notary Public

(SEAL)

My Commission Expires: 5-31-2019

SHIRLEY J. ALLEN
 Notary Public - Notary Seal
 State of Missouri
 Commissioned for Polk County
 My Commission Expires: May 31, 2019
 Commission Number: 15438482

**ZONING PROTEST PETITION TO THE
CITY COUNCIL OF SPRINGFIELD, MISSOURI**

RECEIVED
DEC 30 2015
BY: *R. McDaniel*

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 COD-113 City Council Bill No., _____ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
<i>Peggy J. Patrick</i>	<i>619 W. Harrison St.</i>	—	<i>Peggy J. Patrick</i>

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
COUNTY OF GREENE ss.

On this 17th day of December, 2015, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

(SEAL)

Robin Lynn McDaniel
Notary Public

My Commission Expires: November 08, 2019

ROBIN LYNN MCDANIEL
Notary Public - Notary Seal
State of Missouri
Commissioned for Greene County
My Commission Expires: November 08, 2019
Commission Number: 1664827

RECEIVED
 JAN 06 2015 11:23 AM
 BY: *Cher Kleyer*

**ZONING PROTEST PETITION TO THE
 CITY COUNCIL OF SPRINGFIELD, MISSOURI**

Please take notice that the undersigned property owners acknowledge that they are the owners of either the land (exclusive of streets and alleys) included in such proposed change or within an area determined by line drawn parallel to and one hundred eighty-five (185) feet distance from the boundaries of the district proposed to be changed and that said owners do protest and object to said proposed rezoning of Planning and Zoning Commission Case No. Z-39-2015 CODM103 City Council Bill No., _____ (if applicable). This protest is given in contemplation of the provisions of City Code and applicable laws. Petitions must be filed with the City Clerk's Office.

Printed Name of Owner:	Owner(s) Address:	Property Address (if different):	Owner(s) Signature(s)
Bailey Grace	427 W Harrison St Springfield, MO 65801		<i>Bailey Grace</i>

PLEASE NOTE:

ALL OWNERS OF RECORD MUST SIGN THE PETITION IN ORDER FOR THEIR PROPERTY TO BE INCLUDED IN THE REQUIRED THIRTY PERCENT (30%).

THE NOTARY EXECUTING THIS PETITION MUST WITNESS ALL SIGNATURES.

STATE OF MISSOURI
 COUNTY OF GREENE ss.

On this 5th day of January, 2016, before me personally appeared the above named person(s) to me known to be the person or persons described in and who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed. In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year first above written.

Marguerite A. Phipps
 Notary Public

My Commission Expires: Nov 25, 2018

(SEAL)
 MARGUERITE A. PHIPPS
 Notary Public - Notary Seal
 STATE OF MISSOURI
 Greene County
 My Commission Expires Nov. 25, 2018
 Commission #14831721

From: [Karl Jasinski](#)
To: Zoning@springfieldmo.gov
Cc: [Kathleen Cowens](#)
Subject: Proposed rezoning of 608, 614 and 618 West Mount Vernon
Date: Thursday, January 07, 2016 10:34:15 AM

Dear City Zoning staff and Planning Commission,

Regarding the zoning change request by the "new owner/Roza Homes" of the above properties, I truly hope that the city planning depart staff has decided not to recommend a Multi-Family rezone of the three historic "built-as" single family homes, and I truly hope the Planning Commission members hear the voices of the concerned residents regarding this proposal and what the desire for their neighborhood is; for we are the Invested ones who live here and will be effected by the rezone request. I have yet to talk to one neighbor that approves of this.

In the past, I've served on a Planning Commission for three years and take a great interest in zoning and planning, I can't see how the above request is consistent with the neighboring properties and I certainly don't agree with additional multi-family units or a rezone at this location. The West Central Neighborhood is a majority of Built-as single family historic homes, many poorly subdivided into non conforming multiple units- most of these properties are now poised for conversion back to single family(and we are seeing this trend happening now on every street) as a building boom of multi-family units in the downtown area will absorb most of the downtown/West Central neighborhood rental market. I ask the commission to please not reverse a positive trend that is happening now in our lovely neighborhood.

I applaud Roza Homes with for wonderful job they do in restoring and improving properties throughout the city and the improvements they've already made to the above properties.

Thank you for your time, I apologize this letter did not get sent out sooner and I hope it can be submitted in tonight's meeting.

All my best,

Karl Jasinski
627 South Market Ave.
Springfield, MO. 65806

Karl Jasinski
DESIGNS
Branson - Sarasota - Fenton
810-922-4556

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

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 059

GENERAL ORDINANCE NO. _____

AN ORDINANCE

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

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

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

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

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

19
20 (7) Design requirements.

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

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

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

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

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

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

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

75 9. The maximum story height for the ground story is 20 feet.

76 10. The maximum floor-to-floor story height for stories other than the ground
77 floor is 12 feet.

78 11. Building materials and colors.

79 a. Metal shall not be used as a primary exterior surface material, except
80 for metal roofs. Metal trim can be used but not to exceed 15 percent of
81 the exterior surface. The following exterior finishes shall be allowed on
82 all exterior walls of the building:

83 (i) Customary brick masonry;

84 (ii) Natural or cast stone;

85 (iii) Oversized brick;

86 (iv) Split-faced block;

87 (v) Architectural pre-cast concrete; and

88 (vi) Accent materials such as glass block and ceramic tiles.

89 b. Façade colors shall have low reflectance. High-intensity, metallic, black
90 or fluorescent colors are prohibited. Natural and recycled materials may
91 be utilized to enhance the building façade and promote sustainable
92 development.

93 12. The use of galvanized chain link fencing shall be prohibited. The use of
94 vinyl-coated chain-link fencing shall be allowed in green, black, and brown.
95 No fencing shall be allowed in the front yard of the building.
96

97 Section 2 – Savings Clause. Nothing in this ordinance shall be construed to
98 affect any suit or proceeding now pending in any court or any rights acquired or liability
99 incurred nor any cause or causes of action accrued or existing, under any act or
100 ordinance repealed hereby, or shall any right or remedy of any character be lost,
101 impaired, or affected by this ordinance.
102

103 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or
104 phrase of this ordinance is for any reason held to be invalid, such decision shall not
105 affect the validity of the remaining portions of this ordinance. The Council hereby
106 declares that it would have adopted the ordinance and each section, subsection,
107 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
108 sections, subsections, sentences, clauses, or phrases be declared invalid.
109

110 Section 4 - This ordinance shall be in full force and effect from and after passage.
111

112 Passed at meeting: _____
113

114
115
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117
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120
121
122
123

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

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

Approved for Council action: *Greg Bennett*, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 059

FILED: 03-15-16

ORIGINATING DEPARTMENT: Planning and Development

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

BACKGROUND INFORMATION:

ZONING ORDINANCE TEXT AMENDMENT – COM-1 DESIGN REQUIREMENTS AMENDMENTS

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

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

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

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

FINDINGS FOR STAFF RECOMMENDATION:

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

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

REMARKS:

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

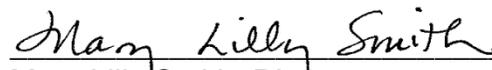
The Planning and Development Staff recommends approval of the proposed amendments in "Exhibit A."

Submitted by:



Daniel Neal, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

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

Exhibit A

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

Note: Language to be added is underlined.

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

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and buffer yards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.
- (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
 - a. Changes in color, texture, and material; or
 - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
 - c. Groupings of windows or fenestration.
 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.

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

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

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

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.
- (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
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 - a. Changes in color, texture, and material; or
 - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
 - c. Groupings of windows or fenestration.
 - 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage. This does not include Blaine Street frontage.
 - 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner. This does not include Blaine Street frontage.

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

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

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

(7) Design requirements.

- (a) A site plan meeting the requirements of section 36-360, site plan review, shall be submitted and approved.
- (b) If required, a landscape plan, meeting the requirements of sections 36-482, landscaping and bufferyards, and 36-483, off-street parking and loading area design standards, shall be submitted and approved.
- (c) All off-street parking and vehicular use areas shall be screened from all residential uses in accordance with section 36-480, screening and fencing.
- (d) Refuse storage areas shall be screened from view in accordance with section 36-480, screening and fencing.
- (e) Mechanical and electrical equipment, including air conditioning units shall be screened from view in accordance with section 36-480, screening and fencing.
- (f) Lighting shall be designed to reflect away from any adjacent residential area and in accordance with section 36-484, lighting standards.
- (g) Accessory buildings and structures shall meet the requirements of section 36-450, accessory structures and uses.
- (h) The COM-1 district's purpose is to protect the unique nature and architectural character of the existing historic structures, and to protect it from infringing influences that may diminish or dilute the historic ambience. The COM-1 district should also promote new uses and development within the zoning district that provide an element of consistency and similarity of intensity, use, building heights, and materials used with the existing structures. These elements are described as follows:
 - 1. Building façades. All sides of buildings visible to the public, whether viewed from the public right-of-way or a nearby property, shall display a similar level of quality and architectural finish. This shall be accomplished by integrating architectural variations and treatments such as windows and other decorative features into all sides of a building design. Two or more of the following design elements shall be incorporated for each 40 horizontal feet of a building façade or wall:
 - a. Changes in color, texture, and material; or
 - b. Projections, recesses and reveals expressing structural bays, entrances, or other aspects of the architecture; or
 - c. Groupings of windows or fenestration.
 - 2. On each lot, the building façade shall be built to the district minimum setback line for at least 80 percent of the street frontage.
 - 3. The building façade shall be built to the district minimum setback line within 30 feet of a block corner.

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

EXHIBIT B

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

COM-1 District Amendments
Citywide

Applicant: City of Springfield

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

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

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

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

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

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

Mr. Ray opened the public hearing.

No member of the public spoke.

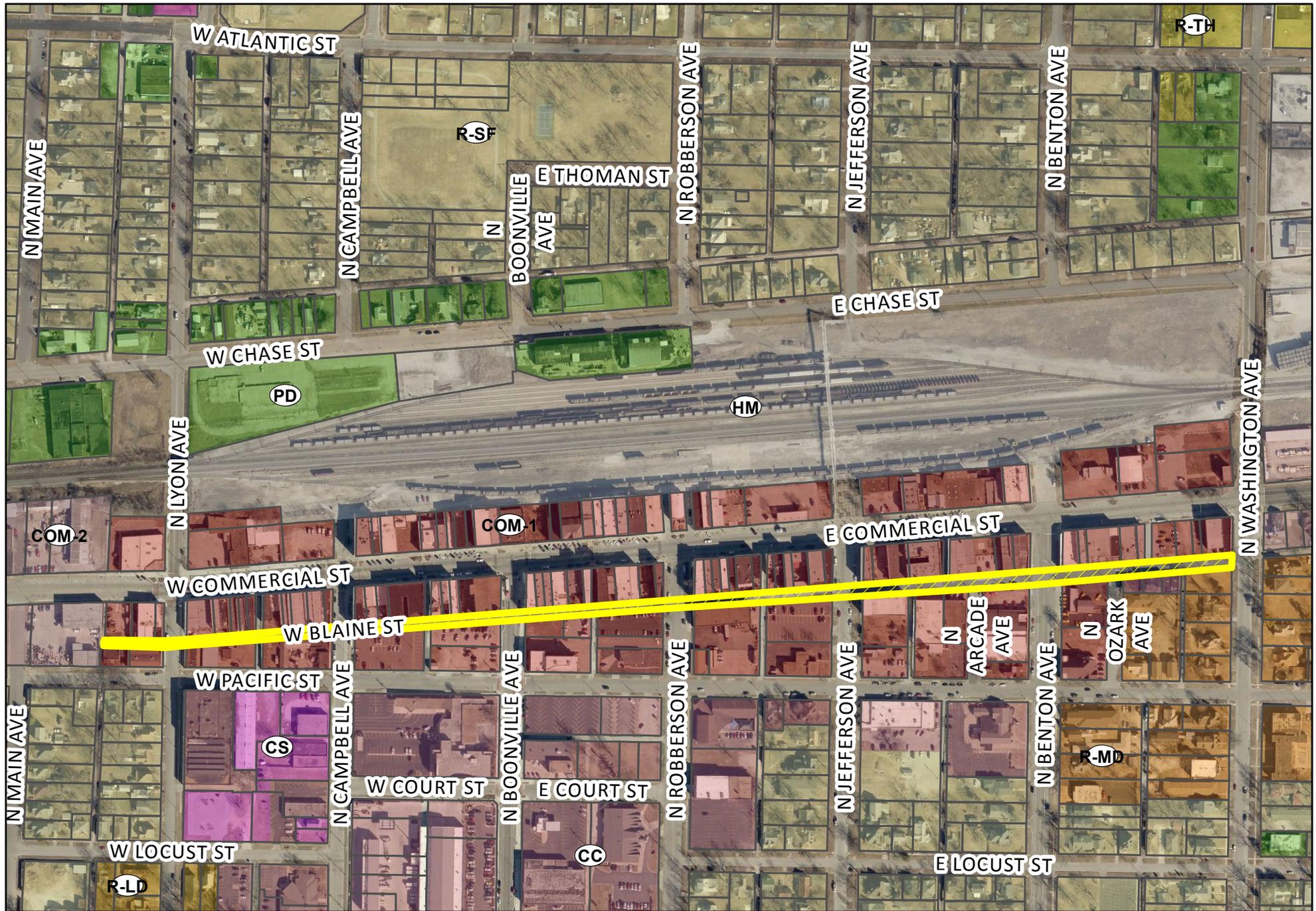
Mr. Ray closed the public hearing.

COMMISSION ACTION:

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



Bob Hosmer, AICP
Principal Planner



 - Blaine Street



SCALE:

118,6005

Exhibit C



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

One-rdg. _____
P. Hrngs. X
Pgs. 55
Filed: 05-24-16

Sponsored by: Fishel

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 120

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the issuance of Conditional Use Permit No. 422 to allow a bed and
2 breakfast within an R-SF, Residential Single-family District, generally
3 located at 1755 South National Avenue. (The Planning and Zoning
4 Commission recommend denial, Staff recommends approval.)
5
6

7 WHEREAS, by the authority of Section 36-363 of the Land Development Code of
8 the City of Springfield, Missouri, the City Council may grant permits for certain types of
9 uses in certain zoning districts; and
10

11 WHEREAS, application has been made, and notice and hearings have been held
12 as provided in Section 36-363 prior to the granting of such use permit, and the Planning
13 and Zoning Commission has found the necessary conditions to exist; and
14

15 WHEREAS, the City Council finds the following conditions to exist:
16

- 17 1. The application is complete and does not contain or reveal violations of this
18 provision or other applicable regulations which the applicant has failed or
19 refused to supply or correct;
20
- 21 2. The site plan meets the standards required by this Article or other applicable
22 regulations with respect to such development or use;
23
- 24 3. The proposed site plan does not interfere with easements, roadways, rail
25 lines, utilities, and public or private rights-of-way;
26
- 27 4. The proposed site plan does not destroy, damage, detrimentally modify or
28 interfere with the enjoyment and function of significant natural topographic or
29 physical features of the site;
30
- 31 5. The proposed site plan is not injurious or detrimental to the use and
32 enjoyment of surrounding property;
33

- 34 6. The circulation elements of the proposed site plan do not create hazards to
35 safety on or off the site, disjointed vehicular or pedestrian circulation paths on
36 or off the site, or undue interferences and inconveniences to vehicular and
37 pedestrian travel;
38
39 7. The screening of the site provides adequate shielding for nearby uses which
40 may be incompatible with the proposed use;
41
42 8. The proposed structures or landscaping are not lacking amenity in relation to,
43 or are not incompatible with, nearby structures and uses;
44
45 9. The proposed site plan does not create drainage or erosion problems on or
46 off the site; and
47

48 WHEREAS, the granting of such permit is deemed proper and beneficial to the
49 welfare of the City of Springfield, Missouri.
50

51 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
52 SPRINGFIELD, MISSOURI, as follows, that:
53

54 Section 1 – Permission is hereby granted to use the tract of land generally
55 located at 1755 South National Avenue, and more fully described in “Exhibit B,” which is
56 attached hereto and incorporated herein as if copied verbatim, to permit a bed and
57 breakfast within an R-SF, Residential Single-family District, on certain conditions in
58 accordance with Section 36-363 of the Land Development Code of the City of
59 Springfield, Missouri.
60

61 Section 2 – Such use shall be subject to the conditions set forth in “Exhibit A,”
62 which is attached hereto and incorporated herein as if set out verbatim.
63

64 Section 3 – Building permits and certificates of occupancy may be issued by the
65 proper authorities pursuant to the permission granted by this ordinance.
66

67 Section 4 – This permit shall be in full force and effect only so long as the use of
68 said premises and any improvements thereon conform with the use herein granted and
69 are in accordance with the application and plans herein approved and referred to,
70 unless special exceptions shall have been granted by the Board of Adjustment, and any
71 violation of the requirements of this ordinance may be grounds for the revocation of this
72 permit by the City Council after a hearing before said City Council.
73

74 Passed at meeting: _____
75

76 _____
77 Mayor
78

79 Attest: _____, City Clerk

80

81 Filed as Ordinance: _____

82

83 Approved as to form: *Achaleyt Weder*, Assistant City Attorney

84

85 Approved for Council action: *Greg Bunt*, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 120

FILED: 05-24-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a bed and breakfast within a R-SF, Residential Single-family District generally located at 1755 South National Avenue

BACKGROUND INFORMATION: USE PERMIT NUMBER 422

This is a request to allow a bed and breakfast within a R-SF, Residential Single-family District generally located at 1755 South National Avenue. The Zoning Ordinance requires a use permit in the R-SF, Residential Single-family District. This is not a rezoning of the property; the property will remain single-family residential zoning.

The site is an appropriate location for a bed and breakfast. The purpose of the Conditional Use Permit requirements is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets. The subject property would fit within these criteria. The *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center. The approval of this request will provide for the productive use of the existing residential structure and will maintain the single-family character in the area while allowing for a viable use of the property. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363(10) of the Zoning Ordinance.

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

CONDITIONS:

1. The regulations and standards listed on "Exhibit D - Attachment 3" and "Exhibit D - Attachment 4" shall govern and control the use and development of the land in Use Permit Number 422 in a manner consistent with the attached site plan "Exhibit C - Attachment 6."

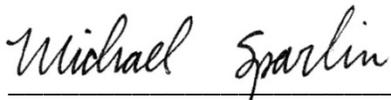
FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Low-Density Housing. The *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center.
2. The approval of this request will provide for the productive use of the existing residential structure and will maintain the single-family character in the area while allowing for a viable use of the property.
3. The purpose of the Conditional Use Permit requirements is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets. The subject property would fit within these criteria
4. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for 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.

REMARKS: The Planning and Zoning Commission held a public hearing on May 12, 2016, and recommended denial, by a vote of 4 to 1, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

The Planning and Development staff recommends the application be approved with the conditions indicated in "Exhibit A."

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 422

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 422

Attachment 3, Standards and Responses for Conditional Use Permits

Attachment 4, Standards and Responses for Bed and Breakfast Conditional Use Permits

Attachment 5, Neighborhood Meeting Summary

Attachment 6, Site Plan

Exhibit A

REQUIREMENTS FOR CONDITIONAL USE PERMIT 422

1. A Bed and breakfast is permitted in conformance with “Exhibit D - Attachment 6.”
2. The bed and breakfast shall comply with all the standards listed in “Exhibit D - Attachment 3” and “Exhibit D - Attachment 4.”
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

LEGAL DESCRIPTION
USE PERMIT NUMBER 422

ALL OF LOT TWELVE (12) (EXCEPT HWY) OF THE UNIVERSITY HEIGHTS
ADDITION, A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

RECORD OF PROCEEDINGS Planning and Zoning Commission May 12, 2016

Conditional Use Permit 422
1755 South National Avenue

Applicant: Grandpa's Hospitality House, Inc.

Mr. Hosmer states that this is a request to allow a bed and breakfast in an R-SF, Residential Single-family District generally located at 1755 South National Avenue. This is not a rezoning of the property. The request is to allow a use permitted only by a conditional use permit for a bed and breakfast. The R-SF District will remain as well as the option to use the property as a single family use. The purpose of the Conditional Use Permit requirement is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets. The subject property would fit within these criteria. An application for a conditional use permit shall be granted only if evidence is presented which answers the 21 CUP standard questions as well as the 14 questions for a bed and breakfast. These 14 questions are as follows:

1. The use shall front on a primary arterial street, if the property is zoned R-SF, or a street with a higher functional classification as designated by the major thoroughfare plan.
2. There shall be a maximum of five guest rooms in the bed and breakfast.
3. The bed and breakfast shall be located in an existing structure, i.e. additions shall not be built to provide bed and breakfast rooms nor shall a new structure be built expressly for a bed and breakfast.
4. No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.
5. No residential structure shall be removed for parking or to expand the bed and breakfast.
6. Only short-term lodging shall be permitted, no monthly rentals.
7. There shall be no individual cooking facilities.
8. The facilities shall not be rented for receptions, parties, weddings or similar activities.
9. One additional paved parking space per guest room shall be provided in the rear yard. Parking shall be screened in accordance with section 36-480, screening and fencing.
10. The operator shall live at the bed and breakfast.
11. Only resident guests shall be served meals.
12. Only one non-illuminated sign no larger than 25 square feet shall be permitted.
13. A business license shall be obtained annually and the owner shall verify that the conditions of the conditional use permit are still being met.
14. No bed and breakfast shall be located within 500 feet of another bed and breakfast as measured along continuous public street rights-of-way from all streets abutting the bed and breakfast property, nor shall a bed and breakfast be located on property that abuts property on which another bed and breakfast is located.

A buffer yard is requirement when a permitted nonresidential use locates adjacent to a residential use. Buffer yard "Type (D)" at least fifteen (15) feet wide with a six (6) foot solid wood fence, masonry/brick wall or evergreen hedge and required plantings. The Growth Management and Land Use Plan Element of the Comprehensive Plan identify this area as Low-Density Housing. The Plan identifies the National Avenue

and Sunshine Street area as an Activity Center. The approval of this request will provide for the productive use of the existing residential structure and will maintain the single-family character in the area while allowing for a viable use of the property. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10). If the a permit is not pulled for the Conditional Use then the CUP will expire within 18 months. Staff recommends approval.

Mr. Ray opened the public hearing.

Ms. Kathy Penrod, PO Box 402, Spokane, MO started the idea of having a location for people who have relatives staying in the hospital and found that there are hundred's of houses throughout the country like Grandpa's Hospitality House. This gives family members a place to stay where they can afford and close to the hospital and will part of the hospitality network for at least 400 houses across the country were we can draw assistance and ideas for it to run properly and smoothly. We will the owner/operator on site at all times as well.

Mr. Doennig asked if they are only purchasing the parcel adjacent as well and what are the plans for building modification and what will be occupancy limit.

Ms. Penrod stated that they are purchasing it all as long as the conditional overlay is approved and the occupancy limit will be 12 people which will include the owner/operator of the house.

Ms. Lindsay Reichert, 430 S. Glenstone Avenue is the architect and the house will be remodeled with 5 suites/guest rooms and 4 bathrooms.

Mr. Ray asked about the exterior changes that include a handicapped accessible entrance and the brick patio.

Ms. Reichert stated that there are three exterior changes, one is the brick paver court-yard, second would be a small extension of the existing block wall on the south that will align with edge of the existing sun-room, and then providing accessibility to the front of the building and handicapped parking will be on the northwest side and will conform to ADA requirements.

Mr. Tim Muetzel, 1745 S. National has lived in the neighborhood for many years. One of the attractions is the housing values and that there are no businesses in this neighborhood and asked if there is really a need for this permit. He stated that there are 18 facilities within a five mile radius of Mercy Hospital with similar pricing based on the hospitality house rate of \$42.00. The neighborhoods of University Heights and Phelps Grove Park for this type of permitted use. He also noted the possible parking and traffic issues.

Ms. Kit Creemer, 919 E. Stanford stated that raising volunteers and donations are extremely difficult and have the concerns regarding the funds to start this venture. She believes that Grandpa's Hospitality House could start and suddenly stop due to the lack of funds and volunteers in a short time and wants the neighborhood to stay residential and not have the encroachment of businesses in the neighborhood.

Mr. Cline asked if for clarification on the "destroy the neighborhood" feeling with areas to the north, south and east having businesses proposed or currently doing business.

Ms. Creemer stated that she was not in favor of the proposed businesses on the opposite corner of Sunshine and National, but is concerned for the boundaries between National and Jefferson and that section of the neighborhood which are homes and are not businesses. She also states that Mercy currently has an entire floor of hospitality rooms available for current families with people in the hospital.

Ms. Sara Lampe, 702 E. Stanford Street and has lived in the neighborhood for 44 years and states that the conditional use permit is a violation of the neighborhood and believes that it inadvertently affects the character of the neighborhood which is walking your dog and visiting with the neighbors. She cited traffic concerns and wants to preserve University Heights and Phelps Grove as historical neighborhoods and noted that there are restrictions on monthly stays in Bed and Breakfasts, however Grandpa's Hospitality House web site states that they would allow weekly stays and could be extended as needed.

Mr. John Stinson, 1110 E. Stanford Street has concerns regarding encroachment of a business into the neighborhood.

Mr. Tim Havens, 2156 S. Prairie Lane has concerns of having a business in the neighborhood due to the single family use since the formation of the neighborhood 100 years ago. The area is vibrant and real estate values are robust with very few vacant houses. The covenants in the deeds of these homes are to be single family use.

Ms. Gayla Cary 1653 S. National has concerns regarding pan-handling and has had problems in the past with theft of items from her home and states that they are a family neighborhood and has concerns of the type of changes that could happen to the neighborhood community when commercial units come in.

Mr. Cline asked if Ms. Cary's concerns were the type of people who would be renting rooms could be the type that could victimize her. Ms. Cary indicated that those are her concerns and cited several instances.

Mr. Doennig asked the applicant on her length of fund-raising for Grandpa's Hospitality House.

Ms. Penrod stated that she has been working on setting up the support since the birth of the concept two years ago and has been working with various organizations to help with donations and has support from Mercy, however she has just received her 501(c) (3) in the last 6 months which is when she started fund-raising and applying for grants.

Mr. Ray closed the public hearing.

Mr. Doennig stated that his concerns with the traffic and the obstructed views of vehicles on the corner and the driveway layout off of Sunshine and the comments from the neighbors regarding the viability of the neighborhood. He stated that this is not a bed and breakfast in the traditional sense and is something else, more of a service organization like a hostel and spoke of his concerns regarding the changes in the character of the house. He also spoke of the lack of funds at this point in order to purchase the property and the possibility of funds for the future and plans on voting no on the proposal.

Mr. Shuler commended the applicant, however have concerns if this is inappropriate place and had an earlier experience staying at a Ronald McDonald house where they had safety concerns and feels that the proposal may be more than anticipated. I plan on voting no.

Mr. Cline stated that he similar concerns as stated by Mr. Doennig, however would like it to be on record that it does not have anything to do with sympathizing with fear of poor people. He stated that was offended on what he has read in the letters and some of the comments at the podium. He states his concerns are with the traffic and will be voting no.

Mr. Rose sympathizes with neighbors and states that he lives in the neighborhood. Believes that this will be a long road to go if they can make this a successful project, however is just looking at the conditional use permit and don't have a problem with what they want to do. His one issue would be the traffic.

Mr. Ray states that the commission is considering the use of the property and not the business plan viability commission and it is not in the prevue to take into account whether or not the plan of the business, organization, plan, or fund-raising is viable. I believe that this is a solid neighborhood but with the traffic issues there are significant concerns about the proposed use of this property. I believe I will be voting to not recommend as well.

COMMISSION ACTION:

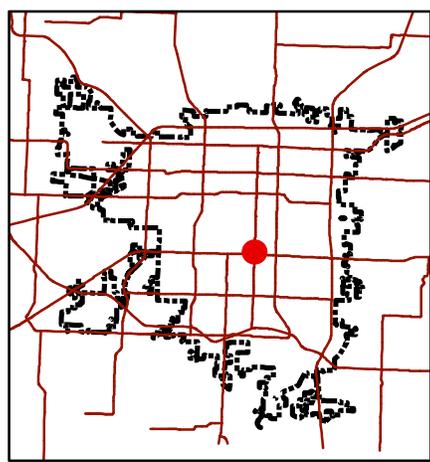
Mr. Doennig motions that we approve Conditional Use Permit 422 (1755 South National Avenue). Mr. Cline seconded the motion. The motion **did not carry** as follows: Ayes: Rose. Nays: Ray, Doennig, Shuler, and Cline. Abstain: None. Absent: Cox, Baird, and Matthews.



Bob Hosmer, AICP
Principal Planner

Development Review Staff Report

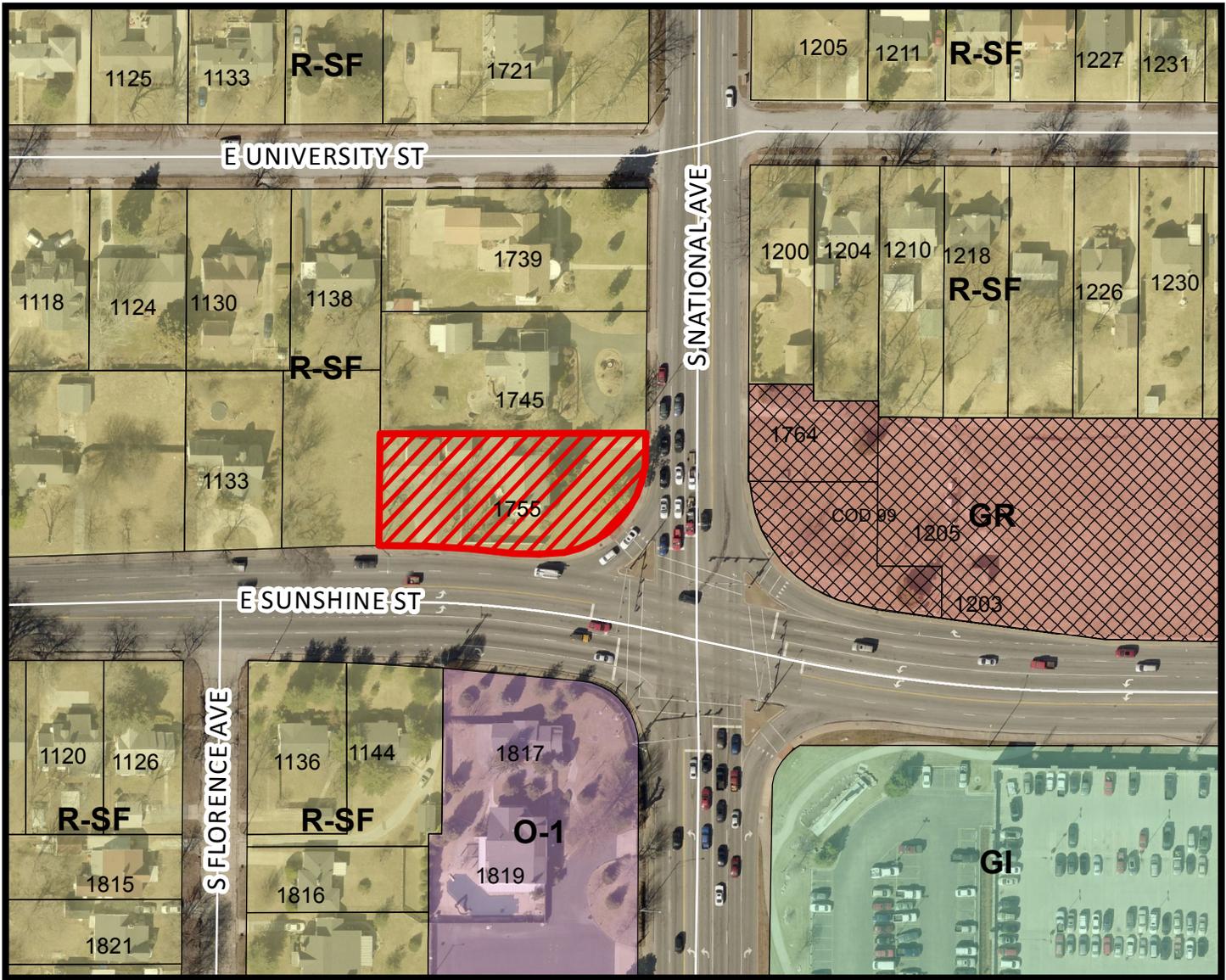
Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802



Conditional Use Permit No 422

LOCATION: 1755 South National Avenue
CURRENT ZONING: R-SF, Residential Single-Family
PROPOSED ZONING: R-SF, Residential Single-Family with
a Conditional Use Permit to allow a Bed & Breakfast

LOCATION SKETCH



 - Area of Proposal



1 inch = 125 feet

DEVELOPMENT REVIEW STAFF REPORT
CONDITIONAL USE PERMIT 422

PURPOSE: To allow a bed and breakfast within a R-SF, Residential Single-family District generally located at 1755 South National Avenue

REPORT DATE: April 28, 2016

LOCATION: 1755 South National Avenue

APPLICANT: Grandpa's Hospitality House, Inc.

TRACT SIZE: Approximately 0.44 acres

EXISTING USE: Single-family residence

PROPOSED USE: Bed and breakfast

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as Low-Density Housing. The *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center.
2. The approval of this request will provide for the productive use of the existing residential structure and will maintain the single-family character in the area while allowing for a viable use of the property.
4. The purpose of the Conditional Use Permit requirements is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets. The subject property would fit within these criteria
4. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for 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.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Attachment 3 and Attachment 4 and shall govern and control the use and development of the land in Use Permit Number 422 in a manner consistent with the attached site plan (Attachment 6).

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-SF	Single-family residences
East	GR w/ COD #99	Undeveloped land
South	O-1	Office use - Travel Agency
West	R-SF	Single-family residences

ZONING ORDINANCE REQUIREMENTS:

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

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as 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 *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a Bed and breakfast on the subject property within a R-SF, Residential Single-family District. The Zoning Ordinance requires a use permit in the R-SF, Residential Single-family District for a bed and breakfast. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as appropriate for Low-Density Housing. The *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center. National Avenue and Sunshine Street are classified as Primary Arterial streets. Furthermore, the *Central Sunshine Corridor Study*, completed in 2007 as a collaborative effort between the City of Springfield Planning and Development Department and the Drury University Center for Community Studies, focused on Sunshine Street between Campbell Avenue and National Avenue. This study recommends compatible small-scale commercial uses to be introduced that maintain the residential character of the area.
2. The purpose of the Conditional Use Permit requirements is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets. The subject property would fit within these criteria.
3. The approval of this request will provide for the productive use of the existing residential structure and will maintain the single-family character in the area while allowing for a viable use of the property.
4. The single-family character in the area will be preserved. Per conditional use permit requirements, the proposed bed and breakfast will be located in an existing structure. Additions shall not be built to provide bed and breakfast rooms nor shall a new structure be built expressly for a bed and breakfast. Furthermore, no exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made. Exterior improvements to the existing structure will be limited to those providing accessible entrance and minor repairs to the structure as required to seal the building.
5. The bufferyard requirement when a permitted nonresidential use locates adjacent to a residential use is a bufferyard "Type (D)" at least fifteen (15) feet wide with a six (6) foot solid wood fence, masonry/brick wall or evergreen hedge and required plantings. This bufferyard will be required on the North and West property line adjacent to the R-SF, Single-family Residential zoned property. There are parking structures and pavement located within this bufferyard area.

Under Section 36-482 (15), the intent is the bufferyard, parking lot and perimeter landscaping requirements be met to the maximum extent feasible without requiring existing structures or buildings to be removed or moved and that existing pavement only be removed as a last recourse. In these areas, screening will be required with a six (6) foot solid fence along the North and West property line adjacent to the R-SF, Single-family Residential zoned property.

6. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the R-SF, Residential Single-family District requirements.
7. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on April 19, 2016 regarding the request for a conditional use permit. A summary of the meeting is attached (Attachment 5).

PUBLIC COMMENTS:

The property was posted by the applicant on April 27, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Eighteen (18) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL PUBLIC HEARING: May 31, 2016

STAFF CONTACT PERSON:

Michael Sparlin
Senior Planner
864-1091

ATTACHMENT 1

DEPARTMENT COMMENTS
CONDITIONAL USE PERMIT 422

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with the conditional use permit.

Construction documents will need to be submitted and approved for the change in use with respect to the building code within 18 months of the Conditional Use Permit approval. All permits will need to be obtained and construction approved for the change in use.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

1. The Transportation Plan classifies National Avenue as a Primary Arterial roadway and Sunshine Street as a Primary Arterial. The standard right of way width for both National Avenue and Sunshine Street is 100 feet. These are both City maintained streets. The most recent traffic counts registered National Avenue at 32,375 vehicles per day and Sunshine Street at 31,548 vehicles per day. There is one existing driveway access along the property frontage on National Avenue and one existing driveway access along the property frontage on Sunshine Street. There is a sidewalk along National Avenue and Sunshine Street. National Avenue or Sunshine Street does not meet existing right of way standards, there is no change in traffic generation based on the proposed use, and therefore this meets the requirements for the conditional use permit. The driveway spacing on both National and Sunshine is too close to the intersection based on Primary Arterial standards. On-street parking is not allowed along the adjacent streets. There is not a greenway trail in the area. There are not any bus stops along the property frontage along National Avenue or Sunshine Street. There are not any proposed improvements along National Avenue or Sunshine Street. The gate for the driveway on National is required to be set back 20 feet from the right of way line and a turn around provided to prevent any vehicles turning into the driveway by mistake from backing out onto National. An "Entrance only" or "Exit only" sign will have to be posted.

Public Works Traffic Division	Response
Street classification	Primary Arterial
On-street parking along streets	No
Trip generation - existing use	10
Trip generation change - proposed use	No change with bed and breakfast use
Existing street right of way widths	80 feet on National; 95 feet on Sunshine

Standard right of way widths	100 feet (50 feet from the centerline)
Traffic study submitted	N/A
Proposed street improvements	N/A

STORMWATER COMMENTS:

The property is located in the Fassnight drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is an option based on the information provided. Since the project will be disturbing less than one (1) acre there will not be a land disturbance permit required. There is an existing storm sewer available for this development to discharge into. There are no sinkholes on the proposed property.

Please note that re-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.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Fassnight
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	Yes

CLEAN WATER SERVICES COMMENTS:

No objections to use permit. Public sewer and service lateral currently available.

CITY UTILITIES:

No objection to use permit. The building is currently served by electric, gas and water. There is a fire hydrant along the National Street frontage.

FIRE DEPARTMENT:

No issues with the use permit.

ATTACHMENT 2

REQUIREMENTS FOR CONDITIONAL USE PERMIT 422

1. A Bed and breakfast is permitted in conformance with Attachment 6.
2. The bed and breakfast shall comply with all the standards listed in Attachment 3 and Attachment 4.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

ATTACHMENT 3

STANDARDS FOR CONDITIONAL USE PERMITS CONDITIONAL USE PERMIT 422

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

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

RESPONSE:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area 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 *Plan* identifies the National Avenue and Sunshine Street area as an Activity Center.

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

RESPONSE: The proposed project will not adversely affect the safety of the motoring public nor that of pedestrians using the facility and immediately surrounding the site. Public Works has reviewed the proposed use and determined that there is no change in traffic generation. The entrances into the property will be designated with "Entrance only" and "Exit only" so that traffic circulation will be directed to ensure safety of the motoring public and pedestrians.

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

RESPONSE: The proposed project will meet all building and fire codes.

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

RESPONSE: The proposed project will meet all stormwater requirements.

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

RESPONSE: The proposed project will not have noise characteristics that exceed the sound levels typical with the uses permitted in the district.

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

RESPONSE: The glare of vehicular & stationary lights will not affect the established character of the neighborhood. A bufferyard Type D is being provided on the North and West side property. Additionally, a headlight screen will be provided on the West property line per Zoning Ordinance as to reduce glare of vehicular lights.

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

RESPONSE: The location, lighting and type of signs and the relationship of those signs to traffic control will be appropriate to the site. Existing lighting will remain and is adequate. No additional exterior lighting is proposed for the property.

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

RESPONSE: Such signs will not have an adverse effect on adjacent properties. Signage will be in compliance with all signage codes and requirements. Only one non-illuminated sign no larger than 25 square feet will be provided.

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

RESPONSE: Public Works has reviewed this application and determined that the street right-of-way and pavement width is adequate for traffic reasonably expected to be generated by the proposed use.

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

RESPONSE: The proposed use will not have any substantial or undue adverse effect upon, or will lack amenity or will be compatible 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 use will comply with all development and conditional use requirements for bed and breakfast. The purpose of these conditions is to avoid, or minimize, or mitigate any potentially adverse or injurious effect of such conditional uses upon other property in the neighborhood. The single-family character of the property will be retained. A bufferyard is required along the North and West property line. A headlight screen to reduce vehicular glare is being provided on the West property line. No additional lighting is being

proposed. A maximum of 5 guest rooms is allowed. An operator will live on site and provided necessary services to the guests. Requirements related to traffic, stormwater, building code, fire code, zoning, signage have or will be complied with to ensure the use and enjoyment of adjacent property.

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

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

RESPONSE: The Operators will be utilizing the existing single-family residence for the proposed project. Any additional structures 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. The location, nature and height of such buildings, structures, walls and fences on the site; and the nature and extent of landscaping and screening on the site will be of appropriate character and scale of neighboring properties and uses.

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

RESPONSE: The proposed use will not destroy, damage, detrimentally modify or interfere with the enjoyment and function of any significant natural topographic or physical features of the site; in contrast, the proposed use intends to enhance any significant features of the site. In contrast to the current appearance of neglect, the proposed use will enhance the visual and physical appearance of the property by allowing a use that will maintain the structure and yard. All existing trees will be protected in place.

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

RESPONSE: The proposed use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance. The property is not listed as a historic structure. The single-family appearance of the structure will be maintained. All existing trees will be protected in place.

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

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

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

RESPONSE: The proposed use will promote the welfare and convenience of the public. Given the location next to National Avenue and Sunshine Street, two primary arterials, the property has not been conducive for a single-family residence. The property has experienced a difficulty in maintaining a long-term resident. The allowance of the Conditional Use Permit for a bed and breakfast will be a good solution to this problem because it maintains that single-family character while permitting a productive and viable use of the existing structure.

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

RESPONSE: Seven (7) parking spaces and two (2) bicycle parking spaces will be provided on site. A bufferyard Type D is being provided on the North and West side property. A headlight screen will be provided on the West property line per Zoning Ordinance as to reduce glare of vehicular lights.

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

RESPONSE: Any access roads, entrances or exit drives will be provided and designed to as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys. There are two entrances to the site. One entrance will be a "Entrance Only" and one access will be an "Exit Only." This will provide adequate circulation and reduce vehicular and pedestrian conflict. The paved areas also provide enough turn-around space for vehicles. Additionally, the access of Sunshine Street will be expanded from the current 16 feet to 26 feet as required for commercial drives. The paved areas also provide enough turn-around space for vehicles. This will reduce traffic hazards and congestion.

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

RESPONSE: Vehicular circulation will not create hazards, undue interference or inconvenience to vehicular or pedestrian travel. There are two entrances to the

site. One entrance will be an "Entrance Only" and one access will be an "Exit Only." This will provide adequate circulation and reduce vehicular and pedestrian conflict. The paved areas also provide enough turn-around space for vehicles.

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

RESPONSE: The proposed use will not interfere with any easements, roadways, rail lines, utilities and public or private rights-of-way.

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

RESPONSE: The proposed converted structure(s) will meet all fire, health, building, plumbing and electrical requirements of the City of Springfield.

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

RESPONSE: The proposed use is served adequately by essential public facilities and services (utilities, streets, fire and police protection and schools). The operator will provide adequately for such services where those services are not otherwise provided, such as private refuse disposal.

ATTACHMENT 4

STANDARDS FOR BED AND BREAKFAST CONDITIONAL USE PERMITS CONDITIONAL USE PERMIT 422

Purpose. The purpose of these requirements is to minimize any possible adverse effects of a bed and breakfast on the surrounding neighborhood while providing opportunities to make better use of existing housing, particularly larger, older houses located on major streets.

Approval standards. All applications for a conditional use permit for bed and breakfasts shall comply with the following requirements.

1. The use shall front on a primary arterial street, if the property is zoned R-SF, or on a collector street, if the property is zoned another zoning district, or a street with a higher functional classification as designated by the major thoroughfare plan.

RESPONSE: The proposed project complies with this standard. The property is zoned R-SF, Residential Single-family and is located on a primary arterial street.

2. There shall be a maximum of five guest rooms in the bed and breakfast.

RESPONSE: The proposed project complies with this standard. There are 5 (five) guest rooms.

3. The bed and breakfast shall be located in an existing structure, i.e. additions shall not be built to provide bed and breakfast rooms nor shall a new structure be built expressly for a bed and breakfast.

RESPONSE: The proposed project complies with this standard. The bed and breakfast will be located in an existing structure.

4. No exterior alterations that would change the single-family character of the bed and breakfast, other than those necessary to ensure the safety of the structure, shall be made.

RESPONSE: The proposed project complies with this standard. Exterior improvements to the existing structure will be limited to those providing accessible entrance and minor repairs to the structure as required to seal the building.

5. No residential structure shall be removed for parking or to expand the bed and breakfast.

RESPONSE: The proposed project complies with this standard. Adequate parking space currently exists. This proposal does not include expanding the structure.

6. Only short-term lodging shall be permitted, no monthly rentals.

RESPONSE: The proposed project will comply with this standard.

7. There shall be no individual cooking facilities.

RESPONSE: The proposed project complies with this standard. No cooking facilities will be located in guest rooms.

8. The facilities shall not be rented for receptions, parties, weddings or similar activities unless potential negative impacts, including, but not limited to, traffic, parking, and noise, have been addressed and the activity is specifically permitted in the use permit.

RESPONSE: The proposed project will not be rented for receptions, parties, weddings or similar activities.

9. One additional paved parking space per guest room shall be provided in the rear yard. Parking shall be screened in accordance with section 36-480, screening and fencing.

RESPONSE: The proposed project complies with this standard. Seven (7) parking spaces and two (2) bicycle parking spaces will be provided on site.

10. The operator shall live at the bed and breakfast.

RESPONSE: The operator will live at the bed and breakfast.

11. Only resident guests shall be served meals.

RESPONSE: Only resident guests will be served meals.

12. Only one non-illuminated sign no larger than 25 square feet shall be permitted.

RESPONSE: Exterior signage has not yet been designed for the bed and breakfast; however, any future signage will be in compliance with all signage codes and requirements. Only one non-illuminated sign no larger than 25 square feet will be provided.

13. A business license shall be obtained annually and the owner shall verify that the conditions of the conditional use permit are still being met.

RESPONSE: The applicant shall annually obtain a business license.

14. No bed and breakfast shall be located within 500 feet of another bed and breakfast as measured along continuous public street rights-of-way from all streets abutting the bed and breakfast property, nor shall a bed and breakfast be located on property that abuts property on which another bed and breakfast is located.

RESPONSE: The proposed project complies with this standard. There are no bed and breakfast uses within 500 feet.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

- 1. Conditional Use Permit for: Bed & Breakfast use at Grandpa's Hospitality House, 1755 S. National Ave.
- 2. Meeting Date & Time: Tuesday, April 19th from 4:00 pm to 6:30 pm
- 3. Meeting Location: First floor of project site; 1755 S. National
- 4. Number of invitations that were sent: All (116) addressees that were listed on the 500 ft. mailing list
- 5. How was the mailing list generated: City Staff
- 6. Number of neighbors in attendance (attach a sign-in sheet): Six; not all attendees signed the sign-in sheet.
- 7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

Please see attached.

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

Please see attached.

I, Lindsay Reichert (print name), attest that the neighborhood meeting was held on 4/19/2016 (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."

LReichert
Signature of person completing affidavit

Lindsay Reichert
Printed name of person completing affidavit

Grandpa's Hospitality House

Application for Conditional Use Permit

PLN2016-00104

Summary of Neighborhood Meeting

- a. Development application.
 - Please see attached copy of the original Conditional Use Permit Application.
- b. Meeting date, time and location.
 - Tuesday, April 19th from 4:00 to 6:30 pm.
- c. Number of invitations send and how the mailing list was generated.
 - One-hundred and sixteen invitations were sent.
 - The mailing list was generated by the City of Springfield staff.
- d. Number of neighbors in attendance with an attached sign-in sheet.
 - Six neighbors were in attendance. Please note, not all attendees signed the sign-in sheet. Those who did not sign-in include a resident from 1745 S. National Ave. and a resident from 1138 E. University.
 - Please see attached sign-in sheet.
- e. List of issues raised, any verbal comments and how applicant plans to respond.
 1. Concern regarding homeless living on the premises.
 - a. *Accommodations are strictly limited to those who are referred by neighboring Mercy Hospital and who have loved ones receiving care/treatment at the time of the request for accommodations.*
 2. Concern regarding taking payment for services on site.
 - a. *We are not aware of any restrictions in place to limit the receipt of payment for lodging on site.*
 3. Concern regarding noise and light from parking (on adjacent lot) disturbing neighboring parties.
 - a. *Parking is currently limited to the project site. Should parking be expanded to the neighboring lot, Grandpa's Hospitality House would, at a minimum, provide City required bufferyard to limit noise and light intrusion.*
 4. One person noted outright objection but did not give details regarding her concern, ask questions or stay for discussion regarding the proposed project.
 - a. *No action at this time since no specific concerns were noted.*
- f. Additional information such as comment cards, letters from neighbors, etc.
 - None.

Grandpa's Hospitality House

Neighborhood Meeting for Conditional Use Permit

Tuesday, April 19th

4:00 to 6:30 pm

Sign-In Sheet

Beverly Miller

Vera Penner

Watt M. S. De

Sparlin, Michael

From: Lori Muetzel [lorimuetzel@gmail.com]
Sent: Tuesday, April 19, 2016 10:27 AM
To: Zoning@springfieldmo.gov
Cc: Tom Muetzel
Subject: 1755 South National Avenue

My name is Lori Muetzel and I live at 1745 South National Avenue. It is my understanding that an application has been made for the Change in Use of the 1755 South National Avenue property. I will be unable to attend the meeting scheduled for later today, but would like to have my comments included in this process.

My husband and I and our children moved into our home approximately 3 years ago, believing that we were going to live in a residential neighborhood. We have a large family and this house suited our needs. University Heights has a great reputation for good neighbors and nice homes. People live in neighborhoods to establish relationships. Even if you don't like your neighbor, knowing who they are still allows you a sense of security. It has been a slow process in updating our home but we are proud of, and love where we live.

I cannot even begin to tell you how angry I am about this potential change. The thought of not knowing at any given moment who is next door to not only me, but my children, is more than disturbing. Our sun room, which is where we spend most of our living time and is all windows, is **approximately 20 feet away from this house**. My children are frequently home without adults. I would not feel secure in allowing them outside while we are gone in this situation, which would mean that they couldn't use our pool or spend time with our dog. They have expressed a real concern about having a **constant stream of strangers** next door to us.

Our bedroom, our teenage daughter's room, living area, back patio and kitchen can be viewed from the second floor of 1755 at all times, unless we choose to somehow keep our windows continuously covered and find some walls for outdoors. There is not a fence tall enough to give us the privacy we deserve. Again, **this is not a family moving in next door**. This is a constant stream of people we do not know, coming and going at all hours of the day and night. I feel as if I am going to have to barricade my family in, just to keep others out. **I do not think it is fair that we should have to minimize the enjoyment of our home for this facility.**

As someone who lost their father approximately two years ago, and had to travel to Mt. Vernon on a regular and eventually, daily basis for several weeks, I understand the purpose of wanting to find a close facility to stay. I also know that being sick is not discriminate. Everyone deals with a serious illness at some point, which means that we will never know what kind of person will be staying next to us. I will have to worry about this issue daily. **I believe that potential to PERMANENTLY EFFECT someone's lifestyle for your TEMPORARY PROBLEM is not the answer.**

I have not even discussed the potential effect this could have on the future value and sale of this home.

I would ask that you imagine yourself in our position. I truly hope that you will take serious consideration of this request and understand the permanent effect this will have on my family.

Lori Muetzel

From: Alison Nelson [<mailto:a2nelson@bop.gov>]

Sent: Monday, May 09, 2016 11:26 AM

To: Hosmer, Bob

Subject: Hearing for Variance at the corner of Sunshine and National

Hi,

My name is Alison Nelson and I am a resident of the University Heights neighborhood. My address is 919 E. University St. I am unable to attend the hearing on Thursday, May 12 but I am very opposed to the zoning being changed at the corner of National and Sunshine. Please maintain our neighborhood as residential.

Thank you,
Alison Nelson

Alison Nelson, DDS, FAGD
USMCFP Springfield
(417) 862-7041 x 1447

From: courtney fletcher [<mailto:markanthonyfletcher4@outlook.com>]
Sent: Monday, May 09, 2016 8:35 PM
To: Hosmer, Bob
Subject: Hearing for Variance at Corner of Sunshine and National

My name is Mark Fletcher. I live at 1011 E. University. I am unable to attend the hearing Thursday in the above matter. My wife and I strongly oppose the application for a variance to allow a bed & breakfast to be run at the corner of Sunshine and National. We have lived at our current address for over fifteen years. It is important to us that the residential character of the University Heights neighborhood be maintained. This variance would begin to change the character of the neighborhood and would serve as a precedent for further businesses to be run in the neighborhood. Additionally, this corner is already a dangerous intersection for pedestrians and vehicles. The granting of a variance will make it even more dangerous.

Thank you in advance for your consideration.

Mark Fletcher

Sent from Windows Mail

From: Tonya D <tjwente@live.com>
Date: May 10, 2016 at 4:26:00 PM CDT
To: "Hosmer, Bob" <BHosmer@springfieldmo.gov>
Subject: Planning and zoning issue for Grandpa's House

We are unable to attend the Planning and Zoning meeting on Thursday, May 12 @6:30 p.m. Please know that we have received the information concerning Grandpa's House. WE ARE OPPOSED TO ANY AND ALL CHANGES IN THE ZONING OF OUR NEIGHBORHOOD, University Heights.

Please do not allow this to happen, and help us to maintain the commitment to the health of our neighborhood by opposing this variance.

Please feel free to contact us at any time concerning this matter. We are a proud home owner in the University Heights Neighborhood.

Sincerely,

Chuck and Sheila Wentz
959 East University
Springfield MO
417-881-7750 Home
417-417-861-0936 Cell
417-831-0174 Office

From: Martha <mj1776@mchsi.com>
Date: May 10, 2016 at 11:29:24 PM CDT
To: "Hosmer, Bob" <BHosmer@springfieldmo.gov>
Subject: Grandpa's House

Due to a prior commitment out of town, I will be unable to attend the Planning and Zoning Commission hearing on Thursday, May 12, 2016 with regard to Grandpa's House.

I did note several months back that a big sign indicating Grandpa's Hospitality House or something to that effect was soon coming has been posted on the concrete brick wall at the side of the property on Sunshine. It would appear that it is assumed this variance will pass, with this announcement having been posted prior to the hearing.

Please do not do this to our neighborhood. Once a commercial / or B&B is established, others will follow, and this beautiful residential, historic neighborhood will forever be changed.

Martha J. Pickering
1046 East University
Springfield, MO 65807
417.886.1776

From: Shelley Wolbrink <swolbrin@drury.edu>
Date: May 11, 2016 at 8:10:57 AM CDT
To: "Hosmer, Bob" <BHosmer@springfieldmo.gov>
Subject: Variance for Sunshine and National

Hello Brian,

I am unable to make the Thursday meeting because of my daughter's 8th grade graduation. Otherwise, I would be there, and would strongly speak against the proposal for Grandpa's House property to have a variance. Although the idea is currently proposed as a non-profit, and therefore seems appealing, we ask that the committee look at the practicality of the decision and the impact to the neighborhood on a real family and community-based level.

Government must always weigh one idea versus another for the common good. On a practical level, the destruction to a long time neighborhood and impact to traffic problems would be devastating.

The corner of Sunshine and National currently receives 65,501 cars per day through the intersection, according to a 2015 Springfield News-Leader study. The current structure has largely been abandoned in the last decade and has certainly not had the amount of traffic that it would have in the future. **If the committee decides to move forward with the variance, I request that a traffic study be completed and presented to the public, before voting.**

In addition, in the past two decades it has been named twice as one of the deadliest corners in Missouri. According to one study in the Springfield News-leader, it was the second most accident prone corner in the city.

The University Heights neighborhood is a treasure in the heart of the city. We have not had a single commercially-zoned business operate within the neighborhood. And there is a good reason for this. This is because we form a neighborhood of like-minded citizens, who feel that neighborhoods are for family time, walks, playing with children and the occasional walk/run. One commercial zoning will likely lead to others, and there is no way to ensure the success of Grandpa's House and/or the occupants.

I would like to point the committee to other areas of the city that have been commercially-zoned. One terrible example is the new blight caused by the 8-10 new apartment complexes on Kimbrough. This has completely changed the way the Kimbrough functions (nearly every day I almost hit a student who simply crosses Kimbrough at any place, and any time of the day). This event has gone completely blameless and is seen as a positive movement for the city. But businesses are detrimental to family life, community ties, and homes where families live in them are central the the bond of the city. That's why Grandpa's House is better served near the block closer to the hospital that is already zoned for businesses.

For the reasons stated, 1) it is not practical given the enormous traffic backup already and accident-prone area, and 2) neighborhood blight and assault; keep neighborhoods for families please, I ask you to serious consider the proposal and honor the "underdogs" here, the families who have successfully kept businesses in business areas of the city.

Best,

Shelley

--

Dr. Shelley Amiste Wolbrink
Professor of History | 306 Burnham Hall
Program director, Medieval and Renaissance Studies
900 N. Benton Avenue | Springfield, Missouri 65802
417.873.7387 | swolbrin@drury.edu



From: Southeast International Hotel Brokers [<mailto:info2@southeastinternational.com>]

Sent: Wednesday, May 11, 2016 12:33 PM

To: Hosmer, Bob

Cc: kit@creemer.net; ndcapeci@hotmail.com

Subject: Planning and Zoning Commission hearing on Thursday, May 12th

May 11, 2016

I will not be able to attend the Planning and Zoning Commission hearing on Thursday, May 12th regarding the variance hearing for rezoning of property for Grandpa's House, a B&B for visitors of Mercy Hospital.

I am opposed the rezoning of this property in my neighborhood. My address is 1755 S. Kimbrough Ave.

Thank you,

Mike DeLacy
1755 S. Kimbrough Ave.
Springfield, MO 65807

From: anfogle@aol.com [<mailto:anfogle@aol.com>]
Sent: Wednesday, May 11, 2016 12:02 PM
To: Hosmer, Bob
Subject: Zoning issue @ Sunshine and National

Mr. Hosmer,

I was given your email address as the person to whom I could voice my opinions/concerns about a proposed zoning variance.

Both my husband and I will be out of town on Thursday evening and will be unable to attend the hearing concerning a zoning variance that would allow Grandpa's House to open as a B&B at the corner of Sunshine and National. While the idea of Grandpa's House may be a good one, we are opposed to any zoning variance at that location. We bought our first home in the University Heights neighborhood in 1984 and moved 2 houses down the street 12 years ago when our family needed a larger home. We love our neighborhood and do not want to see any zoning change that could alter the makeup and personality of our area. We of course are fully aware of what borders University Heights: busy streets, traffic, Mercy, and now coming a strip center to the east of the proposed Grandpa's House. University Heights is a little "oasis" among all of that. Our quality of neighborhood life, as well as property values could (and I feel would) be adversely affected by this proposed change.

I appreciate your time and hope you consider the feelings of those in the neighborhood when this decision is made.

Renee and Brian Fogle
1125 E. Kingsbury Street
Springfield, MO

From: Paul Wolbrink [<mailto:pwolbrin@earthlink.net>]
Sent: Wednesday, May 11, 2016 10:12 AM
To: Hosmer, Bob
Subject: Variance Hearing Sunshine & National

We're Paul and Vivian Wolbrink. We own a house in the Phelps Grove neighborhood at 636 East Loren. We spend winter months in Springfield near grandchildren and return to Michigan during the summer.

We're extremely opposed to the variance being considered for the house near the corner of Sunshine and National. The point of zoning is to protect the investments of property owners, to provide stability and predictability for land use. University Heights is a residential neighborhood. It should remain a residential neighborhood.

It's surprising to us, coming from a community in Michigan where zoning means something and neighborhoods are valued, that the city could seriously consider permitting transient housing in an established single-family area. What's next, a McDonald's alongside the National Avenue Christian Church? A Jimmy John's at Sunshine and Dollison?

From: Lori Muetzel [<mailto:lorimuetzel@gmail.com>]
Sent: Wednesday, May 11, 2016 1:32 PM
To: Zoning@springfieldmo.gov; Sparlin, Michael; Hosmer, Bob
Cc: Tom Muetzel
Subject: Re: 1755 South National Avenue

Good Afternoon. I wanted to provide some additional information for tomorrow's hearing. Attached you will find a map of the available facilities 5 miles or less from Mercy. Please note that there are over 18. Please also note their price ranges, many which would fall under the requested \$42 per person, per day at the proposed business.

You will also find attached a printout of the price of a room at the TownePlace Suites, which is directly across from the hospital. This, too is a comparable price to the requested amount per guest at the proposed business.

Thank you again for your time and consideration.

Lori Muetzel

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Hotel Name	Price	Rating	Star Rating	Distance	Amenities
Battlefield Inn Springfield	\$50	2.2	2-star	2.2 mi	Free Wi-Fi, Free breakfast
Quality Inn & Suites Chest...	\$54	4.4	2-star	5.5 mi	Free breakfast, indoor pool & gym, \$14 off per night
Arbor Suites Medical Mile	\$58	4.1	2-star	4.5 mi	Free breakfast & WiFi, shuttle to Cox South Hospital

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180 USD/night

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2 Bedroom Suite, Bedroom 1: 1 Queen, Bedroom 2: 1 Queen, Sofa bed

[Rate details](#) · [Room details](#)

189 USD/night

Select

Edit Your Search

My dates are flexible

* Check in: 05/20/16

* Check out: 05/22/16

Rooms: Guests/room:

REWARDS

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SPECIAL RATES

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1:08 PM 5/11/2016

Conditional Use Permit 422 Grandpa's Hospitality House

The University Heights neighborhood has a definite boundary – Sunshine to Brookside, National to Kimbrough. The residents consider the Sunshine and National corridors part of the neighborhood, viewing the house at 1755 South National Avenue as the entrance to the neighborhood.

Unfortunately, a newly-formed nonprofit organization, Grandpa's Hospitality House, wants a variance for this house in order to open a B&B for Mercy Hospital guests. I strongly oppose this exception. The chipping away of the boundaries, particularly at the corner, threatens the character and desirability of the neighborhood as a whole, especially as developers see this variance as an opportunity to rezone the entire Sunshine and National corridors.

Although the house needs serious attention, I cannot see how the rezoning of this house for a business, no matter how noble, will help the neighborhood. This rezoning is permanent. There would be no opportunity to reverse it, if this venture fails. And I seriously doubt that it will succeed, as the business plan seems flawed.

The organization is relying on monetary donations and a minimal room rate for capital and revenue. The initial goal was to purchase the house outright for \$300,000. Then they lowered their expectations, hoping to raise \$80,000 to \$100,000 for the down payment. They still have not raised \$60,000 after seven months.

Even if they were to raise the funds for the down payment, the house would need serious renovation to comply with B&B regulations and building codes: the exterior, driveway and seven parking spaces with screens; the interior, a decent kitchen and bath facilities. The house would also need furnishings and linens. How long will it take to raise the money for renovations and start-up costs?

If the business did open, the income at full occupancy would be just \$6300 a month, 5 rooms at \$42. Would this be enough for the monthly payments: mortgage, insurance, maintenance, taxes, telecommunications, and utilities, especially the high cost of electricity and water for full occupancy?

Considering the age of the house, a high occupancy rate would stress the electrical and plumbing infrastructure. Would the organization need to raise additional funds for these capital improvements?

A nonprofit organization, like any other business, needs a strategy to raise capital and earn revenue to maintain financial stability. Either donors do not see their cause as very important or the organization does not have the right skills for fund raising, as it has not even accomplished the first goal. I see a constant need for fundraising, which I do not think can be accomplished. In the meantime, the neighborhood is in limbo about the uncertainty of an unfinished project.

The organization was formed by a family during a difficult time of mourning for a loved one. The plan is flawed, partly because successful businesses do not operate on emotion, but practical business principles.

It is my understanding, that Steve Plaster, the current owner, who has never occupied the house, purchased the property speculating that the Sunshine corridor would be rezoned for commercial use. His speculation did not pay off. Now, he is willing to sell the property at a loss, leaving the neighborhood to pay the price.

University Heights is one of the most desirable neighborhoods in Springfield, for good reason. All the houses are different; many are unique. Like the houses, the residents are also different and unique: from newborns to retirees, from professionals to wage earners, from conservatives to liberals. University Heights is a diverse yet stable community. And this house is the cornerstone to that community.

University Heights should not have to pay for the owner's miscalculation or for the organization's overly-ambitious plan. I hope that the commission will give serious consideration to the negative impact that this B&B variance will have on the University Heights neighborhood. I hope that this commission will not sacrifice a stable community for an uncertain business venture.

Norma D. Capeci
900 East Kingsbury Street
Springfield, Missouri 65807
417-883-3379

From: barbaradurham1948 <barbaradurham1948@gmail.com>

Date: May 11, 2016 at 4:18:34 PM CDT

To: "Hosmer, Bob" <BHosmer@springfieldmo.gov>

Subject: **Planning and Zoning meeting 5/12/16**

We are opposed to any variance which would change the zoning in our neighborhood.

David and Barbara Durham

1110 E. University St.

From: Sonja Krempges [<mailto:SonjaKrempges@OutdoorLivingBrands.com>]
Sent: Thursday, May 12, 2016 8:26 AM
To: Hosmer, Bob
Subject: Variance at corner of Sunshine and National

I can't attend the meeting tonight but feel strongly I don't want the zoning changed at Sunshine and National. I just moved to this neighborhood last September after living in the country for 15 years. I was reluctant to move away from the peace and quiet of the country to town. I absolutely love the neighborhood. Please help us keep our peaceful neighborhood for families, not commercial use. Thank you.

Sonja Krempges
1037 E Stanford
Springfield MO 65807

Best Regards,

Sonja Krempges
Marketing Manager – Renew Crew
Outdoor Living Brands, Inc.
2924 Emerywood Parkway, Suite 101
Richmond, VA 23294
P: 804-353-6999 x 351 | F: 804-358-1878

OUTDOOR LIVING BRANDS™
LIVE WELL™



Archadeck Outdoor Living
Outdoor Lighting Perspectives • Mosquito Squad
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Dear Commissioner Hosmer:

As a relatively new resident in the University Heights area, I am concerned about the permit variance request for Grandpa's House at the corner of National Avenue and Sunshine Street. Years ago, when I lived at 648 S. McCann Avenue, I assisted Paul Redfern, Bert Helm, Paul Arnold and others to create the Rountree Conservation District, the first of its kind in Springfield. This was possible because the Springfield Planning and Zoning Commission supported and greatly assisted our efforts. Thereafter, we constantly had to be vigilant, especially protecting the arterial streets that fronted the district, namely National Avenue and Cherry Street. The effort was ongoing and somewhat successful with small business development, less so with fraternity dormitories on National. In recent years a variance change was made for a wireless phone store on National and, more concerning, for an apartment complex built in back of a home on the corner of Cherry and Kickapoo, within the district itself. This is one of the reasons why I sold my McCann home and moved into University Heights. Perhaps because of that small set of apartments, sizeable new ones are under construction across the north-side of Cherry Street just east of the National Avenue-Cherry Street intersection.

At a time when numerous neighborhoods, for example west and north of MSU, have been developed into privatized apartments, viable family neighborhoods need to be supported. A change in one variance, no matter how small, can lead to more and greater changes over time. Once the precedent is created, others could follow, compromising University Heights' southern boundary along Sunshine Street between National and Kimbrough. It is for this reason that I appeal to you and your fellow commissioners to deny Permit 422 and become an advocate for our neighborhood.

Sincerely, Dominic J. Capeci, Jr.

932 E. Stanford Street

Springfield, MO 65807

417-862-4577

From: Ben Muetzel [<mailto:benmuetzel@gmail.com>]
Sent: Wednesday, May 11, 2016 2:58 PM
To: Hosmer, Bob
Subject: Proposed Variance for House at Sunshine and National

My name is Ben Muetzel. My family owns a house in the Phelps Grove neighborhood at 642 East Loren.

We're extremely opposed to the variance being considered for the house near the corner of Sunshine and National. The point of zoning is to protect the investments of property owners, to provide stability and predictability for land use. University Heights is a residential neighborhood. It should remain a residential neighborhood.

This city has lost historic home after home, neighborhood after neighborhood to ill-advised and short sighted municipal planning--mostly apparently done for the sake of developers and not the citizens of the city. Once you encroach on this corner it's just a matter of time before the University Heights neighborhood will disappear all along Sunshine.

We are a well traveled family and have visited many cities in the U.S. similar to Springfield, MO with one exceptionally large difference. The older sections of their towns are clean and vibrant, brimming with older homes and businesses and they are considered desirable cities to live and work in. Springfield needs to start thinking of that.

Respectfully,

Ben Muetzel

From: kay green <kay.byars.green@gmail.com>

Date: May 12, 2016 at 12:15:50 PM CDT

To: "Hosmer, Bob" <BHosmer@springfieldmo.gov>

Subject: Planning & Zoning Commission hearing, May 12, 2016- re : Hearing-Corner of Sunshine & National

Re: Hearing for variance at corner of Sunshine & National

Dear Mr. Hosmer,

Since we are unable personally to attend the hearing, we are wanting to express our immediate concerns on this matter.

As residents of University Heights Neighborhood for over 45 years, at 1055 E. Kingsbury, & citizens of Springfield for 54 years, we strongly object to a potential zoning variance at Sunshine & National.

There is already a large, full service hotel directly across National from Mercy Hospital's main entrance.

The corner of National & Sunshine is one of the busiest, and undoubtedly one of the most hazardous in Springfield. Entrance and exit from that corner property would be extremely dangerous, only adding to an already congested, very high volume traffic area. Traffic from that corner moves from 3 different directions.

To allow the zoning variance proposal to pass, to become open for a business model, we foresee as threatening the integrity of our University Heights neighborhood. The appeal of this particular neighborhood, from National to Kimbrough, from Sunshine to Brookside, historically has been and currently remains the pristine single family dwellings.

We appreciate your consideration .

Kathleen D. Green
Walter H.Green,Jr.
1055 E . Kingsbury
Springfield, Mo 65807
417-881-5068

From: pittsdo@aol.com [<mailto:pittsdo@aol.com>]

Sent: Thursday, May 12, 2016 4:42 PM

To: Hosmer, Bob

Subject: Corner of Sunshine and National

Greetings, my name is Douglas Pitts and I live at 910 E University, Springfield MO and I would like to express my opposition to the zone variance for the corner of sunshine and national. University Heights is a unique historical neighborhood and a zone variance for anything other than single family home would destroy that uniqueness. It is critical for Springfield to retain its history and this is way that it can.

Once again, I would like to oppose the variance.

Thank you.

Douglas Pitts
417-230-5660

From: Andrew Lewis [<mailto:lewcap43@gmail.com>]
Sent: Thursday, May 12, 2016 5:08 PM
To: Hosmer, Bob
Subject: Proposed variance

Planning and Zoning Commission
Springfield MO

Dear Commissioners:

We are longtime residents of the University Heights neighborhood.

We emphatically oppose the proposal of a variance to permit the opening of a B&B on the lot at the northwest corner of Sunshine Street and National Avenue.

That intersection is already very busy and dangerous. To rezone that lot from residential to commercial use would worsen those problems and would negatively impact the neighborhood.

This is not the first time that a proposal to rezone that property has come before the Commission. The same reasons that have caused the Commission to deny those proposals in the past remain valid today.

Sincerely,

Andrew W. and Martha B. Lewis
921 E. Kingsbury Street
Springfield, MO 65807

PROJECT INFORMATION:

Street Address: 1755 S. National Ave.
 Current Zoning: R-SF
 Specific Conditional Use Requested: Bed & Breakfast
 Total Site Acreage: 0.4471 acres
 Guest Room Count: 5 Bedrooms



SITE INFORMATION:

1. Front Yard Fencing: All front yard fencing will meet the requirements of a front yard fence.
2. Bicycle Parking: At a minimum, two bicycle parking spaces will be provided.
3. Proposed Grading or Regrading of Site: There are no plans for grading or regrading of the project site.
4. Lot Size Dimensions: Minimum lot area 6,000 s.f. (actual 19,475 s.f.); minimum lot width 50 ft. (actual 85 ft.); minimum lot depth 80 ft. (actual 207.5 ft.).
5. Yard Dimensions: Front yard 25 ft. (actual 70 ft.); side yard 5 ft.; rear yard 10% of yard depth or 20 ft. max. Please note that existing structures do exceed minimum sideyard and rear yard setbacks; however, no additional structures will be erected that exceed setback requirements.
6. Exterior Circulation: All vehicular & pedestrian circulation is existing except as noted in the floor plan.
7. Proposed outdoor signage: Exterior signage has not yet been designed for the space; however, any future signage will be in compliance with signage requirements. Only one non-illuminated sign no greater than 25 s.f. will be provided.
8. Bufferyard and landscaping requirements: The required bufferyard is Bufferyard D. Due to existing structures and paving on the north side of the site, the non-confirming status applies and a six ft. solid wood fence will be provided in lieu of plantings. The six ft. solid wood fence will not encroach upon the clear ROW or impede required lines of sight.
9. Open Space Requirements: Minimum open space requirements are no less than 30% of the total lot area or 5,842 sq. ft. min. More than 33% open space is provided.
10. Impervious Area: Impervious area shall not exceed 70%. Impervious area is less than 67% of total area.
11. Site Trees: All existing trees will be protected in place.
12. Soil Erosion Control: Standard soil erosion control practices will be utilized should any soil be disturbed onsite.
13. Exterior Lighting: Existing exterior lighting shall remain in place. No additional exterior lighting is planned for the property.
14. Off-street parking: Maintain existing (7) parking spaces.



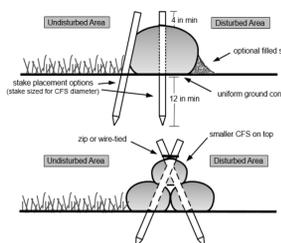
5 SITE PLAN

SCALE: 1" = 10'-0"



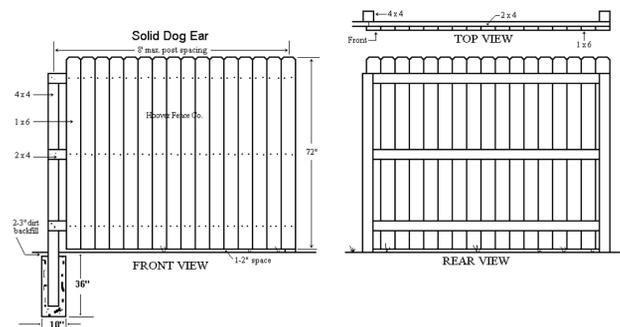
4 SILT SOCK DETAIL

NTS



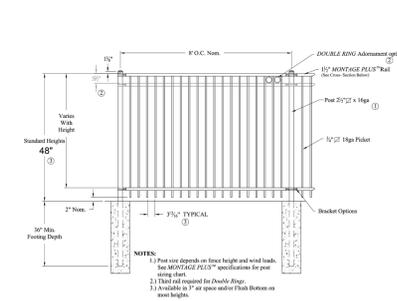
3 WOOD FENCE DETAIL

SCALE: 3/8" = 1'-0"



2 METAL FENCE DETAIL (MONTAGE 48" MAJESTIC RAIL OR SIM.)

SCALE: 3/8" = 1'-0"



1 LOCATION SKETCH

NTS



One-rdg. _____
P. Hrngs. _____
Pgs. 11
Filed: 06-07-16

Sponsored by: Fishel

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 136

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING the First Amendment to Sections 3.05 and 3.08 of The Collective Bargaining
2 Agreement Between The City of Springfield, Missouri and Southern Missouri
3 Professional Fire Fighters Local 152 (a/k/a, The International Association of
4 Fire Fighters Local 152) (the "First Amendment"), in conjunction with
5 amending Chapter 2, Administration, Article VI, Finances, Division 4,
6 Policemen's and Firemen's Pension Plan, for the fire participants, pursuant
7 to the ordinance adopted by Council Bill 2016-137 the Bargaining Unit; and
8 declaring an emergency.
9

10
11
12
13 WHEREAS, the City of Springfield, Missouri (the "City") recognizes the Southern
14 Missouri Professional Fire Fighters Local 152 (a/k/a, The International Association of Fire
15 Fighters Local 152) (the "IAFF Local 152"), as the sole collective bargaining representative of
16 the Springfield Fire Department by special ordinance, Special Ordinance No. 26344; and
17

18 WHEREAS, the City's collective bargaining team (the "City's Team") and the IAFF
19 Local 152 reached a mutual agreement on a proposed collective bargaining agreement by
20 and between the City and the IAFF Local 152 (the "Agreement"), and said Agreement was
21 approved and ratified by City Council on November 10, 2014, by Special Ordinance No.
22 26482; and
23

24 WHEREAS, the City's Team and the IAFF Local 152 have met and conferred through
25 the collective bargaining process since said Agreement was approved and ratified for the
26 purposes of discussing wages, benefits, and other terms and conditions of employment in
27 order to reach mutually satisfactory changes or amendments to Section 3.05 of the
28 Agreement, titled Pension and Retirement ("Section 3.05"), and to Section 3.08 of the
29 Agreement, titled Compensation ("Section 3.08") (hereinafter collectively the "First
30 Amendment"); and
31

32 WHEREAS, the City's Team and the IAFF Local 152 presented the proposed
33 amendment to Section 3.05 to the City's Police and Fire Pension Board (the "Pension Board")
34 for approval and the Pension Board approved the proposed amendment to Section 3.05
35 which amends Section 2-455 of the Policemen's and Firemen's Pension Plan (later retitled as
36 the "Police Officers' and Fire Fighters' Retirement System") for the fire participants pursuant

37 to the ordinance adopted by Council Bill 2016-137; and

38

39 WHEREAS, the City's Team and the IAFF Local 152 submit the proposed First
40 Amendment (see Exhibit A, attached hereto and incorporated herein by reference) to City
41 Council for consideration, approval and ratification.

42

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

45

46 Section 1 – The Council of the City of Springfield, Missouri approves the proposed
47 First Amendment attached as Exhibit A and hereby ratifies the First Amendment as a final
48 and binding First Amendment to the Agreement between the City and the IAFF Local 152 for
49 a finite term and duration as set forth within the terms of the Agreement and its First
50 Amendment.

51

52 Section 2 – The Council of the City of Springfield, Missouri hereby authorizes and
53 directs the City Manager, or his designee, to acknowledge and deliver, for and on behalf of,
54 and as the act and deed of the City, the First Amendment to the IAFF Local 152 as the final
55 and binding First Amendment to the Agreement between the City and the IAFF Local 152,
56 and such other documents as may be necessary or desirable to carry out and comply with
57 the intent of this ordinance.

58

59 Section 3 – This ordinance shall inure to the benefit of the City and the IAFF Local 152
60 and their respective successors and assigns.

61

62 Section 4 – The sections of this ordinance shall be severable. In the event any section
63 of this ordinance is found by a court of competent jurisdiction to be invalid, the remaining
64 sections of this ordinance shall be deemed valid, unless the court finds the valid sections of
65 this ordinance are so essentially and inseparably connected with, and so dependent upon the
66 void sections, that it cannot be presumed that the City Council would have enacted the valid
67 sections without those deemed invalid; or unless the court finds that the valid sections,
68 standing alone, are incomplete and are incapable of being executed in accordance with the
69 legislative intent.

70

71 Section 5 – The City Council hereby finds and declares that an emergency exists in
72 that this ordinance relates to labor management relations and employee compensation and
73 benefits, and therefore, involves the immediate preservation of public peace, property, health,
74 and safety; therefore, this ordinance shall be in full force and effect immediately after its
75 adoption by the City Council, except the effective dates identified in any particular section
76 shall control over the date of said adoption.

77

78 Passed at meeting: _____

79

80

81

82

83

84

85

Mayor

Attest: _____, City Clerk

86 Filed as Ordinance: _____

87

88 Approved as to form: Rhonda Lewaden , Assistant City Attorney

89

90 Approved for Council Action: Jay Burt , City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-136

FILED: 06-07-16

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the first amendment to the Collective Bargaining Agreement between the City of Springfield, Missouri and Southern Missouri Professional Fire Fighters Local 152 (IAFF); to authorize the City Manager to acknowledge and deliver the first amendment to the bargaining unit; and to declare an emergency.

BACKGROUND: This Council bill contains proposed amendments to Section 3.05, Pension and Retirement and Section 3.08, Additional Compensation or Benefits. IAFF requested to open the Collective Bargaining Agreement for purposes of negotiation, as required per the Agreement and to be completed prior to July 01, 2016, as well as negotiating the implementation of the three and one-half percent (3.5%) compensation pool for their eligible employees.

A tentative agreement was reached between the City of Springfield and IAFF resulting in the submission of the first amendment to the Collective Bargaining Agreement for City Council's consideration.

Proposed amendment to Section 3.05, Pension and Retirement is to include the following language in a paragraph entitled Additional Funding Contribution:

Effective Fiscal Year 2017, the City will contribute \$236,120 in a lump sum to be applied to the Tier I employees' Additional Funding Contribution portion of the Tier I plan (hereinafter "Fire AFC").

Effective Fiscal Year 2018, the City will contribute \$291,918 in a lump sum on an ongoing annual basis until the Fire AFC is 100% funded as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary (Board's Actuary), or July 1, 2029, whichever comes first.

A permanent employee contribution rate of 15.13% shall be established and contributed for and by Tier 1 employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a 100% funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a 100% funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of \$291,918 will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

Proposed amendment to Section 3.08, Additional Compensation or Benefits is to include the following language:

For Fiscal Year 2017, a compensation pool equivalent to 3.5% of Bargaining Unit total payroll will be available, and with this available compensation pool, the Union will fund:

- 1. Merit Steps at a cost of \$150,047.00 (base and benefits inclusive);*
- 2. An across-the-board increase of one-half of one percent (0.5%) for Fiscal Year 2017 at a cost of \$73,661.00 (base and benefits inclusive); and*
- 3. Funds in the available compensation pool for Fiscal Year 2017 of \$55,798 (base and benefits inclusive) will be used to provide a one-time payment to each former Springfield Fire Department, Police & Fire Pension Plan, Tier II participant who voluntarily elects and completes their service credit purchase with LAGERS by June 30, 2016, as required by General Ordinance No. 5854. The amount of the one-time payment is based on the employee's months of service credit purchased.*

Months of Service	Deferred Comp Payment
<i>40 - 48 months</i>	<i>\$5,000</i>
<i>30 - 39 months</i>	<i>\$4,000</i>
<i>20 - 29 months</i>	<i>\$3,000</i>
<i>10 - 19 months</i>	<i>\$2,000</i>

The following is also applicable:

- a. Confirmation of completion of the purchase of service credit must be verified by LAGERS prior to the one-time payment being issued;*
- b. The one-time payment will be in the form of a direct payment made to the eligible employee's ICMA 457 Deferred Compensation account and will be deposited no later than September 30, 2016; and*

- c. *Any funds reserved in the City's budget designated for eligible IAFF participants, but not used prior to March 31, 2016, to fund the prior service credit purchase will be used to offset the costs associated with the payments referenced in 3b above occurring between April 1, 2016, and June 30, 2016.*

In coordination with Section 3.05 of this Agreement (which includes a permanent employee contribution rate of 15.13% for and by Tier 1 employees), after the Fire AFC reaches a 100% funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of \$291,918 (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

REMARKS: City staff and IAFF recommend this Council bill and respectfully request City Council's approval.

Submitted by:

Approved by:



Sheila R. Maerz,
Director of Human Resources



Greg Burris,
City Manager

Exhibit A

**FIRST AMENDMENT TO SECTIONS 3.05 AND 3.08
OF COLLECTIVE BARGAINING AGREEMENT**

THIS FIRST AMENDMENT to Sections 3.05 and 3.08 of COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, MISSOURI AND SOUTHERN MISSOURI PROFESSIONAL FIRE FIGHTERS LOCAL 152 THE BARGAINING UNIT OF THE SPRINGFIELD FIRE DEPARTMENT (“First Amendment”) is between The City of Springfield, Missouri (“the City”), and Southern Missouri Professional Fire Fighters Local 152 The Bargaining Unit of The Springfield Fire Department (“IAFF Local 152”).

WHEREAS, the City and IAFF Local 152 are parties to a certain Collective Bargaining Agreement effective November 10, 2014 (the “Agreement”); and

WHEREAS, the City and IAFF Local 152 wish to amend certain provisions of the Agreement as hereinafter provided.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and obligations hereinafter contained, the parties do hereby agree to amend the Agreement as hereinafter provided:

1. Effective as of the date approved by City Council, Section 3.05 – Pension and Retirement, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

Police & Fire Retirement System

Employees hired before July 1, 2006 shall be members of the Police Officers' and Firefighters' Retirement System as established in Section 2 of the City Code (hereinafter “Tier I”).

TIER II

Employees hired after July 1, 2006 and before January 31, 2010, had been placed on Tier II of the Police Officers' and Firefighters' Retirement System (hereinafter “Tier II”). Per an agreement between the City and the Union, Tier II employees were allowed to migrate to LAGERS L-11 pension plan, and 100% of the employees on Tier II within the bargaining unit migrated to LAGERS. For purposes of this section, those employees shall be referred to as "former T2 employees."

Pursuant to City Ordinance 5854, after the proper vestment period in LAGERS, the former T2 employee may purchase their prior service for the time in which he or she was a member of Tier II. The former T2 employee shall be responsible for the cost of purchasing this prior service credit, up to an amount equal to their employee contributions made during their time on Tier II. The City shall be responsible for any other costs associated with purchasing this prior service credit.

Former T2 employees shall not be allowed to migrate back to the Police Officers' and Firefighters' Retirement System.

LAGERS

Former T2 employees and employees hired after February 1, 2010 shall be members of the State of Missouri's LAGERS L-11 pension plan. The City shall pay 100% of the required contributions, and employees shall maintain the status of non-contributory members of the L-11 plan.

Additional Funding Contribution

Effective Fiscal Year 2017, the City will contribute \$236,120 in a lump sum to be applied to the Tier I employee's Additional Funding Contribution portion of the Tier I plan (hereinafter "Fire AFC").

Effective Fiscal Year 2018, the City will contribute \$291,918 in a lump sum on an ongoing annual basis until the Fire AFC is 100% funded as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary (Board's Actuary), or July 1, 2029, whichever comes first.

A permanent employee contribution rate of 15.13% shall be established and contributed for and by Tier 1 employees. This employee contribution rate will not be subject to recalculation, regardless of any actuarial calculation performed for the Fire AFC.

After the Fire AFC reaches a 100% funding ratio, as determined by the Board's Actuary, or July 1, 2029, whichever comes first, the Fire AFC will cease to be calculated separately from other pension liabilities. It will then become a normal liability of the pension system. If the Fire AFC reaches a 100% funding ratio, based on the Board's Actuary study prior to July 1, 2029, the additional contribution of \$291,918 will end on the last day of the current fiscal year following the Board's Actuary study.

The City's contribution to the Fire AFC will remain in the system for investment and benefit payments, and will not be subject to an employee's return of contribution at retirement.

These provisions solely relate to the Fire AFC benefit and are not meant to change or impact any other provisions or groups in the Police & Fire Retirement System.

2. Effective as of the date approved by City Council, Section 3.08 – Compensation, of the Agreement, is hereby deleted in its entirety and the following is inserted in its place:

Truck Company Captains promoted on or after July 1, 2014 will be re-titled to Fire Lieutenant and will remain at the FPS 5T pay grade. Truck Company Captains promoted before July 1, 2014 will retain the title of Truck Company Captain and the FPS 5T pay grade. When a Truck Company Captain / Fire Lieutenant is to be reclassified to Fire Captain, the reclassification shall be offered to the employee based on PPM 12.T60. Upon reclassification, the employee will be placed on the same step on the FPS 6 pay grade which they occupied on the FPS 5T pay grade.

Effective July 12, 2015, the Fire Captain and Training Captain positions will be compensated at the FPS 6 pay grade current and applicable as of said date.

Fire Captains and Training Captains will be placed on the same step on the FPS 6 pay grade on July 12, 2015, which they occupied on the FPS 5 pay grade. This change will not impact an employee's eligibility to receive a merit step, as provided in Section 3.07. Any across the board pay adjustments implemented in 2015 will be added to the pay grade above.

Effective July 12, 2015, the City shall eliminate EMT payment for all bargaining unit employees with the exception of employees holding the rank of Firefighter.

Effective July 10, 2016, the City will eliminate EMT Pay for Firefighters.

Any across the board pay adjustments implemented in 2016, will be added to the pay grade current and applicable as of the date of adjustment.

For Fiscal Year 2017, a compensation pool equivalent to 3.5% of Bargaining Unit total payroll will be available, and with this available compensation pool, the Union will fund:

1. Merit Steps at a cost of \$150,047.00 (base and benefits inclusive);
2. An across-the-board increase of one-half of one percent (0.5%) for Fiscal Year 2017 at a cost of \$73,661.00 (base and benefits inclusive); and
3. Funds in the available compensation pool for Fiscal Year 2017 of \$55,798 (base and benefits inclusive) will be used to provide a one-time payment to each former Springfield Fire Department, Police & Fire Pension Plan, Tier II participant who voluntarily elects and completes their service credit purchase with LAGERS by June 30, 2016, as required by General Ordinance No. 5854. The amount of the one-time payment is based on the employee's months of service credit purchased.

Months of Service	Deferred Comp Payment
40 - 48 months	\$5,000
30 - 39 months	\$4,000
20 - 29 months	\$3,000
10 - 19 months	\$2,000

The following is also applicable:

- a. Confirmation of completion of the purchase of service credit must be verified by LAGERS prior to the one-time payment being issued;
- b. The one-time payment will be in the form of a direct payment made to the eligible employee's ICMA 457 Deferred Compensation account and will be deposited no later than September 30, 2016; and
- c. Any funds reserved in the City's budget designated for eligible IAFF participants, but not used prior to March 31, 2016, to fund the prior service credit purchase will be used to offset the costs associated with the payments referenced in 3b above occurring between April 1, 2016, and June 30, 2016.

In coordination with Section 3.05 of this Agreement (which includes a permanent employee contribution rate of 15.13% for and by Tier 1 employees), after the Fire AFC reaches a 100% funding ratio, as determined by the City of Springfield's Police Officer and Fire Fighter Retirement System Board's Actuary, or July 1, 2029, whichever occurs first, funds in the amount of \$291,918 (base and benefits inclusive) will be reallocated to the compensation pool on a prospective basis. This amount will not reduce, but rather be in addition to any compensation pool negotiated for the next fiscal year. This amount can then be directed to pay or benefits as deemed necessary by the Union.

Longevity Pay

Employees hired before January 1, 2005 receiving longevity pay shall continue to receive this benefit under its current administration, with \$300 annually being paid to employees with 5 years to 9 years, 364 days; \$600 annually being paid to employees with 10 years to 14 years, 364 days; \$900 annually being paid to employees with 15 years to 19 years, 364 days; and \$1200 annually being paid to employees with 20 years or more.

Deferred Compensation (457) Plan

As of July 1, 2015, employees shall be allowed to borrow against their Deferred Compensation account, regardless of the provider, in accordance with all laws and regulations.

3. Unless otherwise indicated, all remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment as of the date and year first above written.

THE CITY

Page 4 of 5

By: _____
Greg Burris, City Manager

IAFF LOCAL 152

By: _____
Tony Kelley, President

One-rdg. _____
P. Hrngs. _____
Pgs. 9
Filed: 06-07-16

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 137

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 2, Administration, Article VI, Finances,
2 Division 4, Policemen’s and Firemen’s Pension Plan, by amending the title
3 of Division 4 from “Policemen’s and Firemen’s Pension Plan” to “Police
4 Officers’ and Fire Fighters’ Retirement System,” and by amending Section
5 2-455, Amount of employee contributions; deductions from salary, of the
6 Springfield City Code, by revising provisions regarding Fire Participants’
7 Additional Funding Contribution (AFC) and Additional Three-Tenths
8 Percent Multiplier in The Police Officers’ and Fire Fighters’ Retirement
9 Fund; and declaring an emergency.
10 _____
11

12 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
13 MISSOURI, as follows, that:

14
15 NOTE: Language being added is underlined and language being deleted is
16 ~~stricken~~.

17
18 Section 1 – The Springfield City Code, Chapter 2, Administration, Article VI,
19 Finances, Division 4, Policemen’s and Firemen’s Pension Plan, is hereby retitled as
20 follows:

21
22 Division 4. - ~~Policemen’s and Firemen’s Pension Plan~~Police Officers’ and Fire
23 Fighters’ Retirement System

24
25 Section 2 – The Springfield City Code, Chapter 2, Administration, Article VI,
26 Finances, Division 4, Policemen’s and Firemen’s Pension Plan, Section 2-455, Amount
27 of employee contributions; deductions from salary, is hereby amended as follows:

28
29 Sec. 2-455. - Amount of employee contributions; deduction from salary.

30
31 (a) From December 16, 1991, until July 11, 1992, there shall be contributed to the
32 plan from the salary of every participant, an amount equal to 7.5 percent of
33 such salary.

- 34
35 (b) From July 11, 1992, until July 10, 1993, there shall be contributed to the plan
36 from the salary of every participant, an amount equal to eight percent of such
37 salary.
38
39 (c) Commencing July 11, 1993, and continuing thereafter there shall be contributed
40 to the plan and from the salary of every participant except those described in
41 subsection (d) below, an amount equal to 8.5 percent of such salary.
42
43 (d) Commencing July 10, 2016, and continuing thereafter there shall be contributed
44 to the plan and from the salary of every participant who commenced
45 employment in the fire department prior to June 1, 2006, an amount equal to
46 15.13 percent of such salary. This contribution shall be deemed to include the
47 Additional Funding Contribution (hereinafter "AFC") described in subsection (e)
48 of this section, and no participant contributing to the plan in the amount
49 described in this subsection shall be required to make an additional contribution
50 as described in subsection (e) below. This contribution rate shall not be subject
51 to recalculation, regardless of any actuarial calculation of the AFC as described
52 in subsection (e) below.

53
54 (e) Additional Funding Contribution.
55

- 56 (1) For participants who are current employees of the fire department who
57 commenced employment in the fire department prior to June 1, 2006, in
58 addition to the contribution referenced in subsection (c) above,
59 commencing May 21, 2000, and continuing thereafter until July 10, 2016
60 there shall be contributed to the plan and from the salary of every
61 participant an additional amount, also calculated as a percentage of such
62 participant's salary, called the Additional Funding Contribution ("AFC"), for
63 purposes of this section 2-455. The AFC is intended to cover the additional
64 cost to the plan of the Additional 0.3 Percent Multiplier, described in
65 subsection 2-465(e). Until July 10, 2016, the AFC will be calculated by the
66 actuaries for the Board of Trustees of the retirement fund over intervals of
67 three budget years each so that the total amount derived from the AFC for
68 all eligible employees shall be equal to the cost of the Additional 0.3
69 Percent Multiplier described in section 2-465(e) for all eligible participants.
70 This AFC will be established at the beginning of each such three-year City
71 budget year interval following the initial interval set out in subsection 2-
72 455(e)(3) below based upon the actuarial cost to the plan of the Additional
73 0.3 Percent Multiplier described in subsection 2-465(a)(3)(5).
74 Notwithstanding anything herein to the contrary, effective July 10, 2016, an
75 AFC for the participants who commenced employment in the fire
76 department prior to June 1, 2006, shall not be calculated, and is already
77 included in their contribution under subsection 2-455(d) above.
78

79 (2) For participants who are current employees of the police ~~or fire~~
80 departments prior to June 1, 2006, in addition to the contribution
81 referenced in subsection (c) above, commencing May 21, 2000, and
82 continuing thereafter there shall be contributed to the plan and from the
83 salary of every participant, an additional amount, also calculated as a
84 percentage of such participant's salary, called the Additional Funding
85 Contribution (hereinafter "AFC"), for purposes of this section 2-455. The
86 AFC is intended to cover the additional cost to the plan of the Additional 0.3
87 Percent Multiplier, described in subsection 2-465(e). The AFC will be
88 calculated by the actuaries for the Board of Trustees of the retirement fund
89 over intervals of three budget years each so that the total amount derived
90 from the AFC for all eligible employees shall be equal to the cost of the
91 Additional 0.3 Percent Multiplier described in section 2-465(e) for all eligible
92 participants. This AFC will be established at the beginning of each such
93 three-year City budget year interval following the initial interval set out in
94 subsection ~~(1)2-455(e)(3)~~ below based upon the actuarial cost to the plan
95 of the Additional 0.3 Percent Multiplier described in subsection 2-
96 465(a)(3)(5).
97

98 ~~(1)(3)~~ From May 21, 2000, through June 30, 2005, the AFC shall be 2.14 percent.
99

100 ~~(2)(4)~~ Effective July 1, 2005, and at intervals of three City budget years
101 thereafter, upon the recommendation of the actuaries for the board and the
102 approval of the City Manager, the AFC may be administratively changed to
103 cover any actuarially calculated increases or decreases in the total cost of
104 the Additional Three-Tenths Percent (0.3%) Multiplier benefit not covered
105 by the latest AFC rate and amounts.
106

107 ~~(3)(5)~~ Effective July 1, 2013, and thereafter, the AFC shall be calculated and
108 adjusted as may be required in accordance with subsection ~~(de)~~ of this
109 section at intervals of three City budget years.
110

111 ~~(4)(6)~~ From July 1, 2010 through June 30, 2013 the AFC shall be 4.85 percent.
112

113 ~~(5)(7)~~ Effective July 1, 2010 the City made a one-time lump sum contribution of
114 \$4.75 million to partially fund the Additional Three-Tenths Percent (0.3%)
115 Multiplier.
116

117 ~~(6)(8)~~ Effective July 1, 2010 the Director of Finance and the Board of Trustees
118 shall cause the actuarial firm retained by the City and/or the Board of
119 Trustees to establish and maintain a separate bookkeeping account, (the
120 "AFC bookkeeping account") to determine and keep track of the value of all
121 of the AFC amounts contributed by employee plan participants historically
122 and in the future, all historical and future income and losses attributed to
123 such AFC amounts, and the \$4.75 million one-time lump sum contribution
124 of the City made pursuant to Resolution No. 9786. In determining the

125 beginning balance of the AFC bookkeeping account, the total value of the
126 AFC amounts contributed by employee plan participants and income and
127 losses up to and including June 30, 2009 is deemed to be \$3,913,630.00.
128 The \$4.75 million one-time lump sum contribution of the City made
129 pursuant Resolution No. 9786, all AFC amounts contributed by employee
130 plan participants on or after July 1, 2009 and all income and losses
131 attributable to the AFC bookkeeping account on or after July 1, 2009, shall
132 be added to the AFC bookkeeping account. The actual contributions and
133 earnings and losses shall not be segregated into an asset fund, but shall
134 be handled, invested and administered as part of the entire retirement fund.
135 In the determination of the amount of the earnings and/or losses
136 attributable to the AFC bookkeeping account, the amount of income,
137 losses, and expenses shall be determined on a pro rata basis taking into
138 account the beginning account balance plus contributions of the AFC
139 bookkeeping account compared to the total beginning account balance and
140 contributions of the entire retirement fund. No expenses, including but not
141 limited to fees charged by the actuarial firm, shall be allocated specifically
142 to the AFC bookkeeping account.
143

144 (9) Effective July 10, 2016, the Director of Finance and the Board of Trustees
145 shall cause the actuarial firm retained by the City and/or the Board of
146 Trustees to establish and maintain two (2) separate AFC bookkeeping
147 accounts, one for police department participants and one for fire
148 department participants. The total assets of the Police AFC bookkeeping
149 account for police department participants as determined by the Board of
150 Trustee's actuary's findings adopted by the Board of Trustees at its
151 meeting on February 11, 2016, as of June 30, 2015 shall be Nine Million
152 One Hundred Three Thousand Six Hundred Eighty-Six Dollars and 00/100
153 (\$9,103,686.00). The total assets of the Fire AFC bookkeeping account
154 for fire department participants as determined by the Board of Trustee's
155 actuary's findings adopted by the Board of Trustees at its meeting on
156 February 11, 2016, as of June 30, 2015, shall be Five Million Six Hundred
157 Sixty-Eight Thousand Three Hundred Eighty Dollars and 00/100
158 (\$5,668,380.00). All AFC amounts contributed by police department
159 participants after June 30, 2015, and all income and losses attributable to
160 the Police AFC bookkeeping account after June 30, 2015 shall be added to
161 the Police AFC bookkeeping account. All AFC amounts contributed by fire
162 department participants after June 30, 2015, including the 6.63 percent
163 under subsection 2-455(e)(10) below and all income and losses attributable
164 to the Fire AFC bookkeeping account after June 30, 2015 shall be added to
165 the Fire AFC bookkeeping account. The City lump sum contributions
166 described in subsections 2-455(e)(14) and (15) below shall also be added
167 to the Fire AFC bookkeeping account.
168

169 (10) Effective July 10, 2016, and continuing thereafter, the AFC shall be 6.63
170 percent for all fire participants. This amount of 6.63 percent is included in

171 the 15.13 percent contribution for fire department participants under
172 Section 2-455(d) above.

173
174 ~~(7)~~(11) Except as provided in subsection 2-455(e)(16), Only funds allocated to
175 the AFC bookkeeping accounts as provided in subsection ~~(5)~~ Section 2-
176 455(e) shall be available to pay the Additional Three-Tenths Percent
177 (0.3%) Multiplier, including in the case of fire department participants, the
178 City lump sum contributions described in Subsections 2-455(e)(14) and
179 (15) below. Except as provided in subsection 2-455(e)(16) below,
180 Employee plan participants entitled to the Additional Three-Tenths
181 Percent (0.3%) Multiplier, who are employed on or after June 14, 2010,
182 shall be fully responsible for any and all costs of providing the Additional
183 Three-Tenths Percent (0.3%) Multiplier for retirees. Except for the City's
184 \$4.75 million contribution and the City lump sum contributions described in
185 subsections 2-455(e)(14) and (15) below and the City's responsibility for
186 the fire department participants' AFC under subsection 2-455(e)(16) below,
187 neither the City nor the taxpayers shall be liable or responsible in any way
188 for the Additional Three-Tenths Percent (0.3%) Multiplier unless the City
189 takes an action described in subsection ~~(8)~~(12) below.

190
191 ~~(8)~~(12) If the City takes one of the following actions after March 7, 2011, the City
192 will be responsible for the increase in the cost of providing the Additional
193 Three-Tenths Percent (0.3%) Multiplier caused by such action: (1) the City
194 amends the plan provisions relating to the AFC and/or the Additional
195 Three-Tenths Percent (0.3%) Multiplier without the consent of a majority of
196 the then current employee plan participants; (2) the City administers the
197 plan provisions relating to the AFC and/or the Additional Three-Tenths
198 Percent (0.3%) Multiplier in violation of the terms of the plan as amended,
199 effective March 7, 2011, ~~2010~~; or (3) the City approves actuarial
200 assumptions for determining the AFC and/or the Additional Three-Tenths
201 Percent (0.3%) Multiplier that are different than the general actuarial
202 assumptions used in analyzing the retirement fund as a whole.

203
204 ~~(9)~~(13) After the AFC has been determined for the fiscal year beginning July 1,
205 2013, the employee participants and the City shall meet and confer to
206 discuss the status of the Additional Three-Tenths Percent (0.3%) Multiplier
207 and whether or not any prospective changes should be considered and/or
208 made to said benefit. Prior to July 1, 2016, the members shall, if they deem
209 it necessary, propose any amendments to the Additional Three-Tenths
210 Percent (0.3%) Multiplier to the City for its consideration. The actuarial cost
211 incurred in the examination of alternatives requested by the employees
212 regarding the Additional Three-Tenths Percent (0.3%) Multiplier at any time
213 shall be treated as a general expense of the retirement fund. The AFC
214 bookkeeping account shall bear only its pro rata share of said expenses.

215

216 (14) For the fiscal year beginning July 1, 2017, no later than the end of the first
217 quarter of the fiscal year, the City shall contribute a one-time lump sum of
218 \$265,764 to the plan to partially fund the fire participants' accrued liability
219 for the Additional Three-Tenths Percent (0.3%) Multiplier. This one-time
220 lump sum contribution shall be allocated to the Fire AFC bookkeeping
221 account. Notwithstanding any other provision of this Code to the contrary,
222 the City's lump sum contribution of \$265,764 shall remain in the plan for
223 investment and benefit payments and shall not be subject to a return of
224 participant contributions.

225
226 (15) Commencing the fiscal year beginning July 1, 2018, and continuing until
227 July 1, 2029, or until the fire participants' accrued liability for the Additional
228 Three-Tenths Percent (0.3%) Multiplier reaches a 100 percent funding
229 ratio, as determined by the Board's actuary, whichever comes first, no
230 later than the end of the first quarter of each fiscal year, the City shall
231 contribute annually a lump sum of \$321,562 to the plan to partially fund
232 the fire participants' accrued liability for the Additional Three-Tenths
233 Percent (0.3%) Multiplier. These lump sum contributions shall be
234 allocated to the Fire AFC bookkeeping account. If the fire participants'
235 accrued liability for the Additional Three-Tenths Percent (0.3%) Multiplier
236 reaches a 100 percent funding ratio, as determined by the Board's
237 actuary, prior to July 1, 2029, the lump sum contribution by the City
238 described in this subsection shall end on the last day of the pay period in
239 the fiscal year in which the Board's actuary made the determination.
240 Notwithstanding any other provision of this Code to the contrary, the City's
241 annual contribution of \$321,562 shall remain in the plan for investment
242 and benefit payments and shall not be subject to a return of participant
243 contributions.

244
245 (16) Effective July 1, 2029, or after the fire participants' accrued liability for the
246 Additional Three-Tenths Percent (0.3%) Multiplier reaches a 100 percent
247 funding ratio, as determined by the Board's actuary, whichever comes
248 first, the fire participants' portion of the AFC Bookkeeping Account shall
249 cease to be calculated separately from other pension liabilities as
250 described in subsections 2-455(e)(8) and (9) above. At that time,
251 notwithstanding any provisions in this Code to the contrary, payment of
252 the fire participants' Additional Three-Tenths Percent (0.3%) Multiplier
253 shall not be limited to only funds allocated to the Fire AFC bookkeeping
254 account as provided in subsection 2-455(e)(11) above, and the City shall
255 assume liability for the Additional Three-Tenths Percent (0.3%) Multiplier
256 for fire participants. The provisions in subsection 2-455(e)(16) apply
257 solely to the Fire AFC and Additional Three-Tenths Percent (0.3%)
258 Multiplier benefit and are not intended to change or impact the benefits of
259 any other group in the Police Officers' and Fire Fighters' Retirement
260 System.

261

262 (ef) Participants commencing employment on or after June 1, 2006, shall contribute
263 from their salaries the amount set out in subsection (c) above. These
264 participants shall not contribute from their salaries the AFC amount described in
265 the preceding subsection (~~de~~).

266
267 (fg) Such amounts contributed shall be deducted each pay period from each
268 participant's compensation which is due him and paid into the retirement fund.
269 This shall be done by the Director of Finance. Every person who is a current
270 participant or who becomes a participant shall be liable for the aforesaid
271 contributions and shall sign an authorization, prepared by the Director of
272 Finance to deduct such 8.5 percent and, the AFC percentage for participants
273 who are current employees of the police or fire departments prior to June 1,
274 2006, and, in consideration of employment by the City, shall be conclusively
275 deemed to undertake and agree to pay the same and to have it deducted from
276 his compensation as provided in this section. The execution of such
277 authorization cards shall be a condition of employment and any employee who
278 fails to do so shall forfeit his right to continued employment by the City. The
279 contributions hereunder shall be, within the meaning of Section 414(h)(2) of the
280 Internal Revenue Code of 1986, as amended, deemed to be in lieu of
281 contributions by the employee, treated as picked up by the City and therefore
282 treated as employer contributions for purposes of federal income tax. An
283 employee shall not have the option of choosing to receive the contributed
284 amount since the City shall pay the amount directly to the Fund. For purposes
285 of computing pension benefits and all other salary-related benefits, the full
286 amount of the participant's salary (unreduced by the amount treated as the pick-
287 up) shall continue to be used to compute benefit amounts. No benefit payable
288 under this section shall exceed the limitations under Section 415 of the Internal
289 Revenue Code and such limitations are expressly incorporated herein by
290 reference. These limitations override any other plan provision to the contrary.

291
292 Section 3 – Severability Clause. If any section, subsection, sentence, clause or
293 phrase of this ordinance is for any reason held to be invalid, such decision shall not
294 affect the validity of the remaining portions of this ordinance. The City Council hereby
295 declares that it would have adopted the ordinance and each section, subsection,
296 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
297 sections, sentences, clauses, or phrases be declared invalid.

298
299 Section 4 – Savings Clause. Nothing in this ordinance shall be construed to
300 affect any suit or proceeding now pending in any court or any rights acquired or liability
301 incurred nor any cause or cause of action occurred or existing, under any act or
302 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
303 impaired, or affected by this ordinance.

304
305 Section 5 – The City Council hereby finds and declares that an emergency exists
306 in that this ordinance relates to labor management relations and employee
307 compensation and benefits, and therefore, involves the immediate preservation of public

308 peace, property, health, and safety; therefore, this ordinance shall be in full force and
309 effect from and after passage.

310
311 Passed at meeting: _____

312
313
314 _____
315 Mayor

316
317 Attest: _____, City Clerk

318
319 Filed as Ordinance: _____

320
321
322 Approved as to form: *Rhonda Lewaden*, Assistant City Attorney

323
324
325 Approved for Council action: *Greg Burt*, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-137

FILED: 06-07-16

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To approve the amendment of Chapter 2, Administration, Article VI, Finances, Division 4, Policemen's and Firemen's Pension Plan, by amending the title to Police Officers' and Fire Fighters' Retirement System and by amending Section 2-455, Amount of employee contributions; deductions from salary, of the Springfield City Code, by revising provisions regarding Fire Participants' Additional Funding Contribution (AFC) and Additional Three-Tenths Percent Multiplier in The Police Officers' and Fire Fighters' Retirement Fund; and to declare an emergency.

BACKGROUND: This Council bill contains proposed amendments to the Springfield City Code that revise the title of The Police Officers' and Fire Fighters' Retirement System and amend Chapter 2, Administration, Article VI, Finances, Division 4, Policemen's and Firemen's Pension Plan, Section 2-455, Amount of employee contributions; deductions from salary.

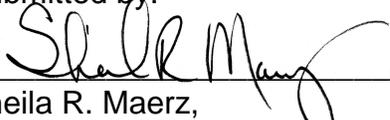
A tentative agreement was reached between the City and the International Association of Fire Fighters (IAFF) resulting in recommendations for funding of the Fire Participants Additional Funding Contribution (AFC) and Additional Three-Tenths Percent Multiplier. The Police Officers' and Fire Fighters' Retirement System Board has reviewed the actuary report prepared as a result of the City and IAFF's tentative agreement and has agreed to the proposed changes necessary to implement the tentative agreement. The proposed amendments in this Council bill revise the City Code to comply with the tentative agreement.

The City's contributions to the AFC in the amount of \$265,764 in Fiscal Year 2017-2018 and \$321,563 in Fiscal Year 2018-2019 and thereafter, represents the remainder of funds from the 3.5 percent compensation pool, after the wage and benefit adjustments for the FPS pay schedule are applied and as described in Council Bill 2016-136.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

REMARKS: City staff and IAFF recommend this Council bill and respectfully request City Council's approval.

Submitted by:



Sheila R. Maerz,
Director of Human Resources

Approved by:



Greg Burris,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 06-07-16

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016 - 138

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING Chapter 2, Section 2-92 of the Springfield City Code, known as the Salary
2 Ordinance relating to salary grades for various job titles within the City service as
3 contained in the Professional, Administrative and Technical (PAT) Schedule, the
4 Crafts, Trade and Labor (CTL) Schedule, the Fire Protection Schedule (FPS),
5 and the Law Enforcement Schedule (LES) by making provision for seven (7) new
6 job titles and deleting four (4) existing job titles; by providing pay adjustments for
7 employees on the PAT, CTL, FPS, and LES pay schedules; by freezing the
8 annual base pay rates for Salary Grades One (1) and Two (2) in the CTL pay
9 schedule; by increasing the annual base rate for the top steps in the CTL pay
10 schedule by \$150.00; by deleting the eligibility for educational allowance for
11 Salary Grades Eleven (11) through Thirteen (13) contained in the LES pay
12 schedule; by approving a Memorandum of Understanding between the City and
13 the City Manager; and declaring an emergency.
14 _____
15

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

18 NOTE: Language being added is underlined and language being deleted is ~~stricken~~.

19
20
21 Section 1 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance
22 relating to various salary grades for various job titles within the City service as contained in the
23 Professional, Administrative and Technical (PAT) Schedule, the Crafts, Trade and Labor (CTL)
24 Schedule, the Fire Protection Schedule (FPS), and the Law Enforcement Schedule (LES), are
25 hereby amended by adding and deleting the following job title(s), with said changes to be
26 effective as early as July 10, 2016, but in no event later than July 28, 2016.
27

28 Proposed Job Title and Salary Grade
29 (Title to be Added)

30 <u>Classification</u>	31 <u>Salary Grade</u>
32 <u>Business Systems Analyst</u>	33 <u>PAT 8</u>
34 <u>Collection System Monitoring Technician</u>	35 <u>PAT 6</u>
36 <u>Community Health Advocate</u>	37 <u>PAT 5</u>
38 <u>Museum Assistant</u>	<u>PAT 4</u>
<u>Police Lieutenant</u>	<u>LES 13</u>
<u>Police Technical Analyst</u>	<u>PAT 7</u>

39	<u>911 Quality Assurance Manager</u>	<u>PAT 8</u>
40		
41	Present Job Title and Salary Grade	
42	(Title to be Deleted)	
43		
44	<u>Classification</u>	<u>Salary Grade</u>
45		
46	Environmental Health Administrator	PAT-12
47	Quality Improvement Coordinator	PAT-7
48	Senior Inflow and Infiltration Technician	PAT-6
49	Police Lieutenant	LES-12
50		

51 Section 2 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
52 hereby amended by increasing the annual base pay rates for each of the steps and salary
53 grades contained in the Professional, Administrative & Technical (PAT) pay schedule by an
54 amount equal to two and fourteen hundredths of one percent (2.14 %). These changes shall be
55 effective for the pay period commencing July 10, 2016, with a corresponding pay date of July
56 28, 2016.

57
58 Section 3 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
59 hereby amended by increasing the annual base pay rates for each of the steps and salary
60 grades contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule by an amount
61 equal to two and fourteen hundredths of one percent (2.14 %). These changes shall be
62 effective for the pay period commencing July 10, 2016, with a corresponding pay date of July
63 28, 2016.

64
65 Section 4 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
66 hereby amended by freezing the annual base pay rates for Salary Steps One (1) and Two (2)
67 contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule. These changes shall
68 be effective for the pay period commencing July 24, 2016.

69
70 Section 5 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
71 hereby amended by increasing the annual base pay rate for the top step of each pay grade
72 contained in the Crafts, Trades, and Labor Schedule (CTL) pay schedule by One Hundred Fifty
73 Dollars (\$150.00). These changes shall be effective for the pay period commencing July 10,
74 2016, with a corresponding pay date of July 28, 2016.

75
76 Section 6 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
77 hereby amended by increasing the annual base pay rates for Salary Grades Ten (10) through
78 Thirteen (13) contained in the Fire Protection Schedule (FPS) by an amount equal to one-half of
79 one percent (0.50%). These changes shall be effective for the pay period commencing July 10,
80 2016, with a corresponding pay date of July 28, 2016.

81
82 Section 7 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
83 hereby amended by increasing the annual base pay rates for Salary Grades Two through Ten
84 (10) contained in the Law Enforcement Schedule (LES) by an amount equal to two and fourteen
85 hundredths of one percent (2.14 %). These changes shall be effective for the pay period
86 commencing July 1, 2016, with a corresponding pay date of July 14, 2016.

87
88 Section 8 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
89 hereby amended by increasing the annual base pay rates for Salary Grades Eleven (11),

90 Twelve (12), and Fourteen (14) through Sixteen (16) contained in the Law Enforcement
91 Schedule (LES) by an amount equal to two and fourteen hundredths of one percent (2.14 %).
92 These changes shall be effective for the pay period commencing July 10, 2016, with a
93 corresponding pay date of July 28, 2016.
94

95 Section 9 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance, is
96 hereby amended by deleting the eligibility for educational allowance for Salary Grades Eleven
97 (11) through Thirteen (13) contained in the Law Enforcement Schedule (LES). These changes
98 shall be effective for the pay period commencing July 10, 2016.
99

100 Section 10 – Section 2-92 of the Springfield City Code, known as the Salary Ordinance
101 is hereby amended by the approval of the attached Memorandum of Understanding between
102 the City and the City Manager, referenced as “Exhibit A,” the terms of which are incorporated by
103 reference herein.
104

105 Section 11 – The City Council hereby finds and declares that an emergency exists in
106 that this ordinance relates to labor management relations and employee compensation and
107 benefits, and therefore involves the immediate preservation of public peace, property, health,
108 and safety; therefore this ordinance shall be in full force and effect from and after June 27,
109 2016, except the effective dates identified in any particular section shall control over the date
110 identified herein.
111

112 Passed at meeting: _____
113

114
115
116 _____
117 Mayor

118 Attest: _____, City Clerk
119

120
121 Filed as Ordinance: _____
122

123
124 Approved as to form: Rhonda Lewaden, Assistant City Attorney
125

126 Approved for Council action: [Signature], City Manager
127

EXPLANATION TO COUNCIL BILL NO. 2016- 138

FILED: 06-07-16

ORIGINATING DEPARTMENT: Human Resources

PURPOSE: To amend the salary ordinance to include the addition and deletion of certain job titles; to provide pay adjustments for employees on the PAT, LES, CTL, and FPS pay schedules; to freeze steps 1 and 2 on the CTL pay schedule; to increase the annual base rate for top steps in the CTL pay schedule by \$150.00; to submit the Memorandum of Understanding between the City and the City Manager; and to declare an emergency.

BACKGROUND: This is the annual salary and benefits Council bill. The Council bill contains a recommendation related to the routine addition and deletion of job titles. Job title additions and deletions are recommended due to department organizational changes, routine and administrative job title changes, reclassifications based on completed job studies or pay compression, and elimination of job titles no longer being utilized.

The City Manager's recommendation for the Fiscal Year 2016-2017 budget provides for a compensation pool of three and one-half percent (3.5%) for each pay schedule. This compensation pool provides for funding of the Merit Steps, as well as an across-the-board increase to four of the five pay schedules, each referenced separately below:

Professional, Administrative and Technical Schedule (PAT)

In addition to the funding of Merit Steps, a two and fourteen hundredths of one percent (2.14%) across-the-board pay increase is recommended for all pay grades on the PAT pay schedule, effective the pay period beginning July 10, 2016, with a corresponding pay date of July 28, 2016.

Law Enforcement Schedule (LES)

The Collective Bargaining Agreement with the Springfield Police Officers Association (SPOA), previously adopted by City Council, requires the funding of the three and one-half percent (3.5%) compensation pool. The compensation pool, after the funding of the Merit Steps, provides a two and fourteen hundredths of one percent (2.14%) across-the-board pay increase for all positions on the LES 2 through LES 10 pay grades, effective July 1, 2016 and in accordance with the Collective Bargaining Agreement.

In addition, this Council bill provides a recommendation to fund a two and fourteen hundredths of one percent (2.14%) across-the-board pay increase for all positions on the LES 11, LES 12 and LES 14 through LES16 pay grades and eliminates eligibility for educational allowance for all positions on the LES 11 through LES 13 pay grades effective the pay period beginning July 10, 2016, with a corresponding pay date of July 28, 2016. The educational allowance is being phased out for command staff positions as the positions require degree attainment prior to promotion. In addition, the City

desires to streamline multiple pay types into the base pay in order to increase the established pay range for the command staff positions.

Craft Trades and Labor Schedule (CTL)

In addition to the funding of the Merit Steps, a two and fourteen hundredths of one percent (2.14%) across-the-board pay increase for all pay grades on the CTL pay schedule, the freezing of steps 1 and 2 on the CTL pay schedule, and an increase to the top step of each pay grade on the CTL pay schedule of \$150, effective the pay period beginning July 10, 2016, with a corresponding pay date of July 28, 2016.

Fire Protection Schedule (FPS)

In addition to the funding of the Merit Steps, a one-half of one percent (0.5%) across-the-board pay increase for all positions on the FPS 10 through FPS 13 pay grades, effective the pay period beginning July 10, 2016, with a corresponding pay date of July 28, 2016.

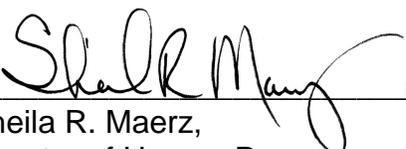
Finally, the Memorandum of Understanding for the City Manager is attached to this Council bill as Exhibit A.

This bill is presented as an emergency. City Council is not expected to vote on this bill after the first reading. The bill is presented as an emergency to allow changes to the ordinance after the first reading and prior to final approval by City Council.

REMARKS: The recommendations and explanations contained herein are consistent with Council's policies.

It is respectfully requested that Council give consideration and approval to these changes.

Submitted by:



Sheila R. Maerz,
Director of Human Resources

Approved by:



Greg Burris,
City Manager

Exhibit A

MEMORANDUM OF UNDERSTANDING

May 20, 2016

Mr. Greg Burris
City Manager
City of Springfield, Missouri

Dear Mr. Burris:

The purpose of this letter is to verify and formalize the conditions of your employment as City Manager for the City of Springfield. The conditions of your employment are:

1. Your FY2017 annual salary shall be \$216,787 annually, including what was previously referred to as the "2% occupational series adjustment." This salary represents a 3.5% increase over your FY2016 salary and is consistent with the 3.5% compensation increase allocated to other City employee groups.
2. In addition to your salary, you will be provided the normal City car allowance of not less than \$5,160.00 per year, or in lieu of said car allowance, you may use a City vehicle.
3. Your performance as City Manager shall be evaluated annually.
4. Severance Pay. In the event the City terminates your employment for reasons other than malfeasance or misfeasance, you will be paid the equivalent of six months salary. You will receive normal benefits and pay increases in accordance with pay ordinances for Department Heads during this time. In the event your employment is terminated for malfeasance or misfeasance, severance pay will not be provided.
5. You will serve at the pleasure of the Mayor and City Council as stated in the City Charter.
6. You will accrue vacation at the rate of 4 weeks annually subject to the rules of accrual which are applicable to all City employees hired after 1995.
7. You are to receive a deferred compensation payment (457 Plan) of \$15,500 annually during May of each year as part of your compensation package. In order to administer and implement the catch-up provision from the 2015 MOU, the City will provide a deferred compensation payment of \$8,500 in January of 2017 and January of 2018, with final payment of the catch up provision from the 2015 MOU in January of 2019 of \$5,500.

8. Life Insurance. The City will pay the premiums on a life insurance policy on your behalf, not to exceed a cost of \$1,000.00 per year with the City listed as a 50% beneficiary to provide for funds for a national replacement search.

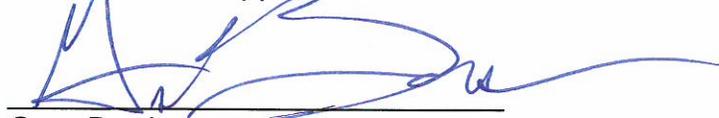
Please sign the original of this letter in the appropriate space and return it to me. An extra copy is being provided for your records.

Sincerely,



Robert Stephens
Mayor

Reviewed and Approved:



Greg Burris

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 06-07-16

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 139

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an On-System Bridge
2 Program Agreement with the Missouri Highways and Transportation
3 Commission for the purpose of funding the Mt. Vernon Street Bridge
4 over Jordan Creek project; and amending the Fiscal Year 2015-2016
5 budget of the Department of Public Works in the amount of \$982,905.
6
7

8 WHEREAS, the On-System Bridge Agreement allows the Missouri Highways
9 Transportation Commission to reimburse up to 80% of the right-of-way acquisition and
10 construction costs associated with the project; and
11

12 WHEREAS, the City will be responsible for the remaining 20% of the project
13 costs which are estimated at \$245,726.
14

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

18 Section 1 – Authorizing the City Manager, or his designee, to enter into an On-
19 System Bridge Program Agreement with the Missouri Highways and Transportation
20 Commission, for the purpose of funding the Mt. Vernon Street Bridge over Jordan Creek
21 project, said agreement to be in substantially the form as that document attached hereto
22 and incorporated herein by reference as "Attachment 1."
23

24 Section 2 – The budget for the Department of Public Works for Fiscal Year 2015-
25 2016 is hereby amended in the accounts and in the amounts shown on Budget
26 Adjustment No. 0057, a copy of which is attached hereto and incorporated herein by
27 reference as "Attachment 2."
28

29 Section 4 – The City Manager is directed to cause the appropriate accounting
30 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.

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51

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 139

FILED: 06-07-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an On-System Bridge Program (BRM) Agreement "Attachment 1" with the Missouri Highways and Transportation Commission (MHTC), for the purpose of funding the Mt. Vernon Street Bridge over Jordan Creek project; and amending the Fiscal Year 2015-2016 budget of the Department of Public Works in the amount of \$982,905 to appropriate the federal BRM funds for this project.

BACKGROUND INFORMATION: This project will replace the bridge on Mt. Vernon Street over Jordan Creek. The BRM Agreement allows for reimbursement of up to 80% of the right-of-way acquisition and construction costs associated with the project. The cost to be reimbursed by MHTC is estimated at \$982,905. The City's 20% share, estimated at \$245,726, will be funded by budgeted reimbursement funds previously received from the Missouri Department of Transportation (MoDOT) for the City's advanced funding of the National Avenue and James River Freeway Interchange Improvements completed in 2010.

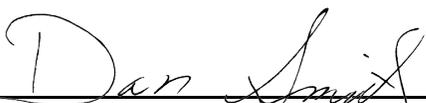
Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 2, Operations and Maintenance – The City of Springfield should continue to maintain streets, sidewalks, trails, and the airport, using the most effective strategies to maximize the efficient operation of the existing systems, keeping in mind safety, accessibility, sustainability, and collaboration; Objective 2a, Keep streets and sidewalks and trails in good condition with an emphasis on arterial streets.

REMARKS: Public Works recommends 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:


Greg Burris, City Manager

Attachment 1

CCO Form: FS14
Approved: 10/98 (BDG)
Revised: 02/16 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRM-5901(807) TIP # SP1605
Award Year: 2016
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION ON-SYSTEM BRIDGE PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Springfield, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Fixing America's Surface Transportation Act (FAST), Federal-Aid Highway Act, 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, The City desires to replace a certain bridge, more specifically described below, under the On-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The improvement contemplated by this Agreement, and designated as Project BRM-5901(807) by the Commission is on Mount Vernon Street in Greene County. The length of this improvement is 0.1 mile(s). This improvement involves a bridge which has been inventoried by the City or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows: Mount Vernon Street Bridge (4075041) over Jordan Creek.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public

Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (“MoDOT” or “Department”) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) MAINTENANCE: Upon completion of this improvement, the City shall accept control and maintenance of the improved road as a part of its road system and at its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and

the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. §4601-§4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with that Act.

(9) PERMITS: The City shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

(11) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (11) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(12) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for three (3) years from the date of final payment made under this Agreement.

(13) INSPECTION OF PERFORMANCE: The City shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(15) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent (**80%**) not to exceed **\$982,905.00**. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of the City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(18) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.reimbursement.

(19) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(20) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(21) COMMISSION REPRESENTATIVE: The Commission's Southwest District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(22) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(23) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(24) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(25) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2016.

Executed by the Commission this _____ day of _____, 2016.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No. _____

Exhibit A - Location of Project

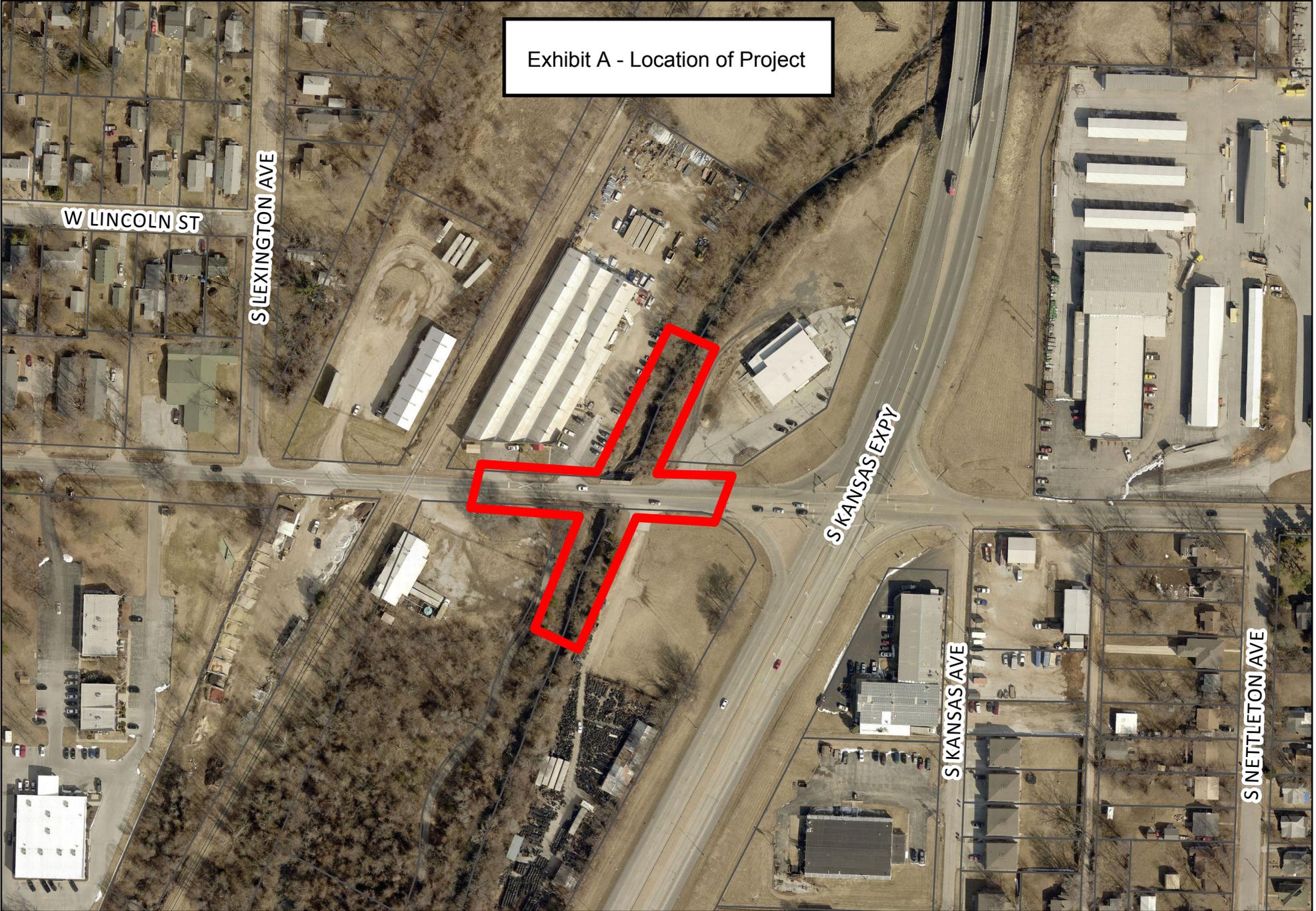


Exhibit B – Project Schedule

Project Description: BRM-5901(807) Mount Vernon Street Bridge over Jordan Creek

Task	Date
Date funding is made available or allocated to recipient	03/22/2016
Solicitation for Professional Engineering Services (advertised)	
Engineering Services Contract Approved	
Conceptual Study (if applicable)	
Preliminary and Right-of-Way Plans Submittal (if Applicable)	03/01/2017
Plans, Specifications & Estimate (PS&E) Submittal	09/01/2017
Plans, Specifications & Estimate (PS&E) Approval	12/01/2017
Advertisement for Letting	01/01/2018
Bid Opening	02/01/2018
Construction Contract Award or Planning Study completed (REQUIRED)	04/01/2018

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to push this date back.

Exhibit C

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

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this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

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applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

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will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

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will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

Exhibit C

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

Exhibit C

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

Exhibit C

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) 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 statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

Exhibit C

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Exhibit C

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Attachment 2

BA Number 0057

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	101959	00000	982,905	On-System Bridge (BRM) Federal Grant Funds
Net Revenue Adjustment						982,905	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	509110	101959	00000	982,905	Mt. Vernon Street Bridge over Jordan Creek
Net Expenditure Adjustment						982,905	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate federal grant bridge funds for partial funding of the Mt Vernon St. Bridge over Jordan Creek project
per the On-System Bridge Program Agreement with the Missouri Highways & Transportation Commission.

Requested By: Dan Smith
 Department Head Date

Approved By: Mary Mann O'Decker
 Director of Finance Date
 City Manager Date

Authorization:
 Council Bill No. 2016-139
 Ordinance No. _____
 1st Reading _____
 2nd Reading _____
 Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 6-07-16

Sponsor: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 142

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING various sections of Springfield City Code, Chapter 26, Article III,
2 Dangerous Blighted and Nuisance Building Code, in order to improve
3 enforceability, expand abatement-order authority, and improve the city's
4 cost recovery by clarifying the language of special tax bills and special
5 assessments.
6
7

8 BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
9 MISSOURI that;

10
11 NOTE: Language to be added is underlined and language to be deleted is ~~stricken~~.

12
13 Section 1 – Sections of the Springfield City Code, Chapter 26, Buildings and
14 Building Regulations, Article III – Dangerous, Blighted and Nuisance Building Code are
15 hereby amended as follows:

16
17 Section 26-62. – Conditions of buildings or structures constituting public nuisance,
18 subsection (9):

19
20 (9) Those condemned as unfit for human habitation under section 74-45 ~~and~~
21 ~~upon which no substantial work has been performed to remedy the conditions causing~~
22 ~~the condemnation thereof for a period of thirty (30) consecutive calendar days after a~~
23 ~~notice has been issued under section 26-65 for the demolition or repair of the building.~~
24

25 Section 26-70 – Order of Abatement:

26
27 If a proceeding is not dismissed following the findings required by section 26-69,
28 the director of building development services shall issue an order of abatement directing
29 the building or structure to be completed, secured, boarded, repaired or demolished,
30 abated by other appropriate means, and vacated as the case may be, within the
31 standards of this article. This order, together with the findings of fact and conclusions of
32 law required by section 26-69, shall be in writing and shall be immediately delivered or
33 mailed to each party to the hearing or to his attorney of record. In addition, copies of the

34 order and findings of fact and conclusions of law shall be posted in a conspicuous place
35 in the office of the director of building development services for a period of thirty (30)
36 days from the date of issuance thereof. The order shall state a reasonable time, which
37 shall not be less than thirty (30) days from the date of issuance, within which to comply
38 with the order, and shall further provide that if it is not complied with within such time,
39 the director of building development services may, in his discretion, cause the work to
40 be done by the city and its own crews or by contractors employed by the city for that
41 purpose, or the city may enter into contracts with persons engaged in the business of
42 repairing, securing, boarding or demolishing buildings for the purpose of enforcing the
43 order provided for in this section provided there are unencumbered funds in the city
44 budget for that purpose.

45
46 Section 26-71 - Issuance of tax bill for cost of work; manner of payment.

47
48 Section 26-71 - Issuance of special tax bill or special assessment for cost of
49 work; manner of payment.

50
51 (a) Whenever the city shall have caused the work to be done as provided by section
52 26-70, or incurred costs for emergency abatement as provided in section 26-74, the
53 director of building development services shall certify the cost of the work to the city
54 clerk, who shall cause to be prepared a special tax bill or special assessment
55 against the property therefor and for the cost of the reporter at the hearing, which
56 shall likewise be certified by the director of building development services. This tax
57 bill shall be issued against the lot, tract or parcel of land upon which the building or
58 structure is located and against the property owner. The special tax bill, from the
59 date of its issuance, shall be deemed the personal debt of the property owner and
60 shall be a lien on the lot, tract or parcel of land until paid and shall be registered in
61 the office of the director of finance of the city in a book kept by him for such
62 purposes.

63 (b) At the written request of the taxpayer delivered to the city clerk, a special tax bill or
64 special assessment for repair or demolition of a building or structure may be paid in
65 ten equal annual installments, which installments with interest thereon to date on
66 the unpaid balance shall be due annually on the anniversary of the date of issuance
67 of the bill. Interest shall be at the rate of eight percent per annum on the unpaid
68 balance of the special assessment tax bill computed from the date of issuance. If
69 any annual payment of principal or interest shall not be paid within 30 days of its
70 due date, the entire remaining balance of the tax bill shall immediately become due
71 and payable.

72 (c) If request for ten annual payments is not made prior to the time the director of
73 building development services shall certify the cost of the work to the city clerk, the
74 tax bill shall be payable in 60 days from its date of issuance with interest thereon at
75 eight percent per annum until paid.

76
77 Section 26-82. - Emergency Procedures, subsection d.

78

79 d. Whenever the city shall have caused the work to be done as provided for
80 in this subsection, the Director of Building Development Services shall certify the cost of
81 the work to the City Clerk, who shall cause to be prepared a special tax bill or special
82 assessment therefor, pursuant to the terms and conditions set forth in section 26-71,
83 pertaining to manner of payment of tax bills for work.

84
85 Section 2 – This ordinance shall be in full force and effect from and after
86 passage.

87
88 Passed at Meeting: _____

89
90 _____
91 Mayor

92
93 Attest: _____, City Clerk

94
95
96 Filed as Ordinance: _____

97
98 Approved as to Form: Duke McDonald, Assistant City Attorney

99
100 Approved for Council Action: Greg Burns, City Manager
101
102

EXPLANATION TO COUNCIL BILL NO. 2016- 142

FILED: 06-07-16

ORIGINATING DEPARTMENT: BUILDING DEVELOPMENT SERVICES

PURPOSE: To amend certain sections of Chapter 26, Article III, of the Springfield City Code, Dangerous Blighted and Nuisance Building Code.

BACKGROUND AND REMARKS: As we continue to enforce Article III otherwise known as the Dangerous Blighted and Nuisance Building Code certain elements are in need of improvement and clarification. These elements are as follows:

Section 26-62 (9) currently contains language that renders the section difficult to enforce. To determine whether a structure is unfit for human habitation, inspectors need to get inside. Therefore, a warrant is necessary for resistant home occupants. The current requirement that no substantial work has been performed to remedy the conditions causing condemnation for a period of 30 consecutive calendar days following issuance of notice of violation makes it necessary to get a second warrant. To avoid repeated warrant requests, the requirement is stricken.

Section 26-70 has language which expands the flexibility of abatement orders to allow the hearing officer to use all other appropriate means to abate the violations without demolishing a structure.

Section 26-71 has language added that clarifies the means of collecting the cost of abatement work by clearly identifying special tax bills on the one hand, and special assessments on the other. Special tax bills require separate collection suits. Special assessments can be added to real estate tax bills for collection.

Submitted by:



Chris Straw,
Director, Building Development Services

Approved by:



Greg Burris,
City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 3
Filed: June 23, 2016

Sponsored by: Council

COUNCIL BILL NO. 2016-159 RESOLUTION NO. _____

A RESOLUTION

1 AUTHORIZING Mayor Bob Stephens and Councilmembers Jan Fisk and Phyllis
2 Ferguson, on behalf of the City of Springfield, to visit our Sister City
3 of Isesaki, Japan in October 2016, to participate in the Thirtieth
4 Anniversary Celebration and to reiterate the City of Springfield's
5 Sister City relationship.
6
7

8 WHEREAS, the City of Springfield and the City of Isesaki, Japan, entered into a
9 Sister City relationship on July 18, 1986; and
10

11 WHEREAS, since that time, both cities have enjoyed multiple exchanges of
12 cultural and educational events, which have proven to be extremely beneficial to the
13 citizens of both cities; and
14

15 WHEREAS, the City of Isesaki, Japan, has planned a special Thirty Year
16 Anniversary Celebration of the Sister City relationship between our communities, and
17 has extended an invitation to the City of Springfield to send a delegation; and
18

19 WHEREAS, this event will provide the Mayor and Councilmembers with the
20 opportunity to speak to the citizens of Isesaki at the signing ceremony to highlight the
21 Sister City relationship and the opportunities it affords to the citizens of both cities; and
22

23 WHEREAS, the City of Isesaki sent both Master Gardeners and funding for the
24 restoration of the Japanese Stroll Garden following the ice storm in 2007; and
25

26 WHEREAS, the City of Springfield, following the major earthquake and tsunami
27 in Japan in 2011, raised and sent to the City of Isesaki the sum of \$54,000 for aid; and
28

29 WHEREAS, this will be an opportunity for Mayor Stephens and Councilmembers
30 to meet with the Mayor and top staff members in Isesaki to reiterate our Sister City
31 relationship and discuss additional ways for collaborating on behalf of the citizens of
32 Springfield; and

33 WHEREAS, the City Council recognizes the value of this relationship and the
34 benefits it brings to our community.
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
37 SPRINGFIELD, MISSOURI, as follows, that:
38

39 Section 1 – The City Council hereby authorizes Mayor Bob Stephens and
40 Councilmembers Jan Fisk and Phyllis Ferguson, on behalf of the City of Springfield, to
41 visit our Sister City of Iseaki, Japan, for the Thirty Year Anniversary Celebration of the
42 Sister City relationship, and further authorizes payment of all such necessary expenses
43 incurred by the Mayor by said attendance, and further authorizes payment of half of all
44 such necessary expenses incurred by Councilmembers Ferguson and Fisk.
45

46 Section 2 – This resolution shall be effective immediately upon adoption.
47

48 Passed at meeting: _____
49

50
51
52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Resolution: _____
58

59 Approved as to form: *Marvian Anderson*, Interim City Attorney
60

61 Approved for Council action: *Bob W. Stephens*, Deputy City Manager
62

EXPLANATION TO COUNCIL BILL NO: 2016- 159

FILED: June 23, 2016

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To authorize Mayor Bob Stephens and Councilmembers Jan Fisk and Phyllis Ferguson, on behalf of the City of Springfield, to visit our Sister City of Iseaki, Japan in October 2016, to participate in the Thirtieth Anniversary Celebration and to reiterate the City of Springfield's Sister City relationship.

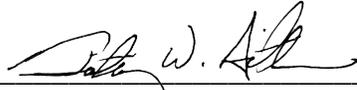
BACKGROUND INFORMATION: In 1986, the City of Springfield and Iseaki, Japan, entered into a sister city relationship. Since that time, there have been several cultural exchanges between the two cities. This will be an opportunity for Mayor Stephens to speak at the Summer Festival in honor of the Thirtieth Anniversary of our Sister City relationship, for the Mayor and Councilmembers to meet with the Mayor and top staff members in Iseaki, Japan, and to reiterate our Sister City relationship and discuss additional ways for collaborating on behalf of the citizens of Springfield.

The airfare is \$1,221.56 per person. The cost for meals and lodging has not yet been finally determined. This resolution would authorize payment of airfare, meals and lodging for Mayor Stevens and for half of the costs for each of the Councilmembers.

Submitted by:



Anita Cotter, City Clerk



Timothy W. Smith, Deputy City Manager

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed: 06-21-16

Sponsored by: Hosmer

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 147

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Section 2-504(b)(14) to limit the insurance
2 requirements for special events held on public property to \$1,000,000.00;
3 including a severability clause, savings clause, and declaring an
4 emergency.
5
6

7 WHEREAS, the City Council adopted Resolution 10219 on June 22, 2015,
8 establishing an administrative delay of 180 days on Section 2-504(b)(14); and
9

10 WHEREAS, the City Council adopted Resolution 10251 extending the
11 administrative delay until June 20, 2016 on December 14, 2015; and
12

13 WHEREAS, City staff met with community stakeholders to determine the effect of
14 increased insurance limits on special events; and
15

16 WHEREAS, City staff is proposing to limit the insurance needed for a special
17 event held on public property at \$1,000,000.00.
18

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

22 Note: ~~Stricken~~ language is to be removed.
23

24 Section 1 - The Springfield City Code, Chapter 2 Section 2-504(b)(14), is hereby
25 amended as follows:
26

27 (14) Events located upon or requiring the closing or blocking of any street, alley,
28 or road, or the use of any City-owned property or right-of-way areas, shall submit
29 a liability insurance policy in the following amount:
30

31 a) ~~Events with expected attendance of one thousand (1,000) people or~~
32 ~~less shall provide a liability insurance policy in the amount of \$1,000,000.00 for~~
33 ~~any injury to any person, including death, arising out of one incident;~~

34 \$1,000,000.00 for any damage to property; and \$1,000,000.00 automobile
35 liability insurance for any injury to any person, including death, arising out of one
36 incident.

37
38 ~~b) Events with expected attendance of greater than one thousand (1,000)~~
39 ~~people shall provide a liability insurance policy in the amount of \$3,000,000 for~~
40 ~~any injury to any person, including death, arising out of one incident;~~
41 ~~\$3,000,000.00 for any damage to property; and \$3,000,000.00 automobile~~
42 ~~liability insurance for any injury to any person, including death, arising out of one~~
43 ~~incident.~~

44
45 eb) Events where alcohol will be provided or sold shall also be required to
46 provide a liquor liability insurance policy in the amount of \$1,000,000.00 for any
47 injury to any person, including death, arising out of one incident; and
48 \$1,000,000.00 for any damage to property.

49
50 The City shall be an additional insured on a primary basis for each of the above-
51 referenced policies, and the special event sponsor shall execute a hold harmless
52 agreement indemnifying the City, including a waiver of subrogation. ~~Any~~
53 ~~contractors or vendors hired will be required to maintain the same limits of~~
54 ~~insurance as the event sponsor. Additional insurance coverage and increased~~
55 ~~limits may be required by the City Manager based on the size and scope of the~~
56 ~~event.~~

57
58 Section 2 – The section and subsection numbers shown herein shall be used
59 unless the City Clerk or the codifier of the City Code and the Zoning Ordinance assign a
60 different section or subsection number to the language.

61
62 Section 3 – Savings Clause. Nothing in this ordinance shall be construed to
63 affect any suit or proceeding now pending in any court or any rights acquired or liability
64 incurred nor any cause or causes of action occurred or existing, under any act or
65 ordinance repealed hereby. Nor shall any right or remedy of any character be lost,
66 impaired, or affected by this ordinance.

67
68 Section 4 – Severability Clause. If any section, subsection, sentence, clause, or
69 phrase of this ordinance is for any reason held to be invalid, such decision shall not
70 affect the validity of the remaining portions of this ordinance. The Council hereby
71 declares that it would have adopted the ordinance and each section, subsection,
72 sentence, clause, or phrase thereof, irrespective of the fact that any one or more
73 sections, subsections, sentences, clauses, or phrases be declared invalid.

74
75 Section 5 – The City Council hereby finds and declares that an emergency exists
76 in that this ordinance relates to the preservation of the public health and safety pursuant
77 to Sections 2.12(1) of the City Charter in that this revision pertains to the requirement
78 for insurance to be provided for special events being held on city owned property.
79 Therefore, this ordinance shall be in full force and effect from and after passage.

80
81
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90
91
92
93

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Jay Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 147

FILED: 06-21-16

ORIGINATING DEPARTMENT: City Manager

PURPOSE: To request Council remove an administrative delay for General Ordinance No. 6195 approved by Council Bill 2015-111 .

BACKGROUND: City staff worked for a number of months to consolidate various provisions of the City Code relating special events into one general code section. General Ordinance No. 6195 combined all special event provisions into one section in order to create a streamlined event application process for the public, and provide a clear set of laws for event applicants and city staff. The ordinance also enacted additional requirements, including an increase in liability insurance requirements for events with expected attendance of 1,000 or more from \$1,000,000 to \$3,000,000 per incident (Section 2-504 (b) (14) b)).

The added cost of some of the requirements has created difficulty, particularly for community volunteer groups. Staff feels that, in order to maintain a viable climate for special events, event organizers need additional time to anticipate the cost of additional requirements. Staff also needs additional time to evaluate the effects of the new ordinance, to finalize a fee schedule for special events, and to conduct an information and educational campaign for special events organizers and the public in order that they might understand the special permit permitting process, the requirements of the ordinance and the costs associated with special event permits. Due to these factors, an administrative delay was enacted and new provisions are now prepared for the ordinance.

Those new provisions include removing the increase in liability insurance requirements to revert back to the previous requirements of \$1,000,000 per incident. These amendments also remove the requirement for contractors or vendors hired to maintain the same limits of insurance as the event sponsor.

Prior to approval by City Council, the Special Events ordinance was approved by the Planning and Zoning Commission and reviewed by the Development Issues Input Group (DIIG), and The Neighborhood Advisory Council.

Recommended by:



Cora Scott, Director, Public Information Office

Approved by:



Greg Burris, City Manager

One-rdg. _____
P. Hrngs. X
Pgs. 18
Filed: 06-21-16

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 148

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING the mapping of the East West Arterial, generally located between US
2 Highway 65 and Riverbluff Boulevard to Kissick Avenue, pursuant to
3 Section 11.10 of the City Charter of the City of Springfield, Missouri in
4 order to preserve right-of-way for future public street improvements for
5 five years. (Planning and Zoning Commission and Staff recommend
6 approval).
7
8

9 WHEREAS, the East West Arterial was identified as a future primary arterial in
10 the Springfield-Greene County Comprehensive Plan, Transportation Plan Element
11 which was adopted June 11, 2001 and amended April 4, 2016; and
12

13 WHEREAS, the Planning and Zoning Commission ("Commission") of the City of
14 Springfield, Missouri, has surveyed and established the exact locations for right-of-way
15 lines of an area within the City of Springfield to be known as the East West Arterial; and
16

17 WHEREAS, the Commission has caused the location and lines of such area to
18 be located upon a plat, attached hereto and incorporated herein by reference as "Exhibit
19 C;" and
20

21 WHEREAS, the Commission has certified to the City Council the aforementioned
22 plat and the location of said right-of-way lines as shown on "Exhibit C," attached hereto
23 and incorporated by reference; and
24

25 WHEREAS, proper notice has been given that this ordinance, adopting the plat
26 showing the location of and mapping the future street generally located between US
27 Highway 65 and Riverbluff Boulevard to Kissick Avenue, would be considered on May 2
28 and May 16, 2016 before final passage, as required by Section 11.10 of the Charter of
29 the City of Springfield, Missouri; and
30

31 WHEREAS, on May 2, 2016, the City Council remanded the East West Arterial
32 back to the Commission and recommended that the Commission place a five year time

33 limit on the mapping of the East West Arterial and to clarify that the mapping is only for
34 properties located within the City limits of the City of Springfield, Missouri; and
35

36 WHEREAS, on June 9, 2016, the Commission approved the mapping of the East
37 West Arterial with a five year limitation and with the clarification that the mapping is only
38 for those properties within the City limits; and
39

40 WHEREAS, the City Council has considered the plat and street locations as
41 submitted to it and has heard discussion on said plat.
42

43 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
44 SPRINGFIELD, MISSOURI, as follows, that:
45

46 Section 1 – The plat of the East West Arterial between US Highway 65 and
47 Riverbluff Boulevard to Kissick Avenue, as submitted by the Commission, is hereby
48 accepted and adopted by the City Council, as more specifically shown on the legal
49 descriptions of such right-of-way lines, and contained within the plat which are attached
50 hereto, respectively, as "Exhibit B" and "Exhibit C" and are also on file in the office of
51 the City Clerk. The East West Arterial, as shown on said plat, is hereby mapped, as
52 provided by Section 11.10 of the Charter of the City of Springfield, Missouri.
53

54 Section 2 – The City Clerk of the City of Springfield, Missouri, shall cause the
55 certified copy of the plat, submitted to the Council by the Commission, to be filed in their
56 office; and the same shall constitute the official copy of the plat of the planned East
57 West Arterial.
58

59 Section 3 – In the event the planned construction of the East West Arterial is not
60 implemented within five years from the date of the passage of this ordinance, the
61 Commission shall conduct further review of the continuing need for the mapping of said
62 street and, if a continuing need for the East West Arterial is found, shall recertify the
63 plats of the East West Arterial and resubmit the issue to City Council.
64

65 Section 4 – This ordinance shall be in full force and effect from and after
66 passage.
67

68 Passed at meeting: _____
69

70 _____
71 Mayor
72

73 Attest: _____, City Clerk
74

75 Filed as Ordinance: _____
76

77 Approved as to form: Achalee T. Wade, Assistant City Attorney
78

79 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-148

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To adopt an ordinance to approve the mapping of the East West Arterial for five (5) years between US Highway 65/ Riverbluff Boulevard to Kissick Avenue pursuant to Article XI, Section 11.10 of the City Charter of the City of Springfield, Missouri (Planning and Zoning Commission and Staff recommend approval).

BACKGROUND INFORMATION: EAST WEST ARTERIAL MAPPING

Planning and Zoning Commission held a public hearing on April 14, 2016 and approved the East West Arterial Mapping.

On May 2, 2016 the City Council remanded this item back to the Planning and Zoning Commission. City Council recommended that Commission place a five (5) year time limit on the mapping of the East West Arterial as well as clarify that the mapping is only for properties that are within the City of Springfield.

The Planning and Zoning Commission on June 9, 2016 approved the East West Arterial Mapping with the five (5) year limitation and clarified the City's authority.

The City Charter (section 11.10) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the city may by ordinance map the subject street on the official street map.

The general location of the East-West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001 and amended on April 4, 2016.

A more detailed survey has been completed showing the exact alignment of the East West Arterial corridor "Exhibit C."

The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on June 9, 2016, and recommended approval, by a vote of 7 to 0, to approve the East West Arterial Mapping as described in Exhibit B with a five (5) year term limit.

REMARKS:

The Planning and Development Staff recommends approval of the East West Arterial mapping.

Submitted by:



Bob Hosmer, AICP Principal Planner

Approved by:



Mary Lilly Smith, Director



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Record of Proceedings

Exhibit B, Legal Description

Exhibit C, Survey Plat

Exhibit D, Development Review Staff Report

ATTACHMENTS:

Attachment 1, Background Report

Attachment 2, Legal Description

Attachment 3, Aerial of Proposed Mapped Street

Exhibit A

RECORD OF PROCEEDINGS EAST WEST ARTERIAL MAPPING

East West Arterial Mapping
US Highway 65/Riverbluff Boulevard
Applicant: City of Springfield

Mr. Hosmer states that this is a request to approve the East West Arterial Mapping from U.S. Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169).

Planning and Zoning Commission approved the East West Arterial Mapping on April 14, 2016. On May 2, 2016 the City Council held a public hearing on the East West Arterial Mapping and decided to remand this item back to the Planning and Zoning Commission. City Council wanted Commission to consider placing a (5) five year time limit on the mapping of the East West Arterial as well as clarify that the mapping is only for properties that are within the City of Springfield. The City Charter (section 11.10) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. The general location of the East-West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001 and updated March 3, 2016. The City Planning and Zoning Commission approved the preparation of preliminary designs for the alignment of the East West Arterial at their meeting on June 4, 2015. A more detailed survey has been completed showing the exact alignment of the East-West Arterial corridor (Attachment 2 and 3). The timing of the street will be limited to 5 years. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map. The mapped alignment is only for land within the City of Springfield. City Council will consider an ordinance to include the East West Arterial on the City's official map.

Ms. Cox asked about the public meetings the East West Arterial Mapping has taken to date.

Mr. Hosmer stated that it went originally to Planning and Zoning in April and then City Council on May 2 where they had remanded it back the Planning and Zoning Commission for additional action requiring a review of the mapping if the road is not constructed within five years and only pertains to right-of-way segments in Springfield city limits.

Ms. Cox asked if anything has changed on the survey.

Mr. Hosmer stated that nothing has changed on the survey, but only where City Council wants the consideration of the five year term limit and the right-of-way segments within city limits. He also noted that the people who spoke at the April Planning and Zoning meeting have their property in the county and out of the City of Springfield jurisdiction.

Ms. Cox asked to be reminded where Christian and Greene County has there boundaries with regards to the mapping.

Mr. Hosmer went over the boundaries of the area.

Mr. Coltrin noted that the East West Arterial has been part of the Major Thoroughfare Plan available to the public for 10 years or more and that they are only reviewing a more refined centerline.

Mr. Hosmer agreed and noted some of the old alignment and noted the expense of that construction.

Mr. Rose asked about the original right-of-way and the reasoning for the alignment.

Mr. Kirk Juranas, Assistant Director of Public Works noted that none of the property has been purchased and the intent of the original developer was to narrow the right-of-way. The objective at the time was to utilize those areas for development and we don't know if that will be possible. There are significant cuts and fills in the area and the City only owns a small piece of right-of-way at the end of the roundabout and noted that the City does not own the remainder.

Mr. Ray opened the public hearing.

No speakers.

Mr. Ray closed the public hearing.

COMMISSION ACTION:

Ms. Cox motions that we approve East West Arterial Mapping (US Highway 65/Riverbluff Boulevard). Mr. Rose seconded the motion. The motion **carried** as follows: Ayes: Ray, Shuler, Cline, Cox, Coltrin, Ogilvy, and Rose. Nays: None. Abstain: Doennig (recused himself). Absent: Edwards.

Bob Hosmer, AICP
Principal Planner

Exhibit B

**LEGAL DESCRIPTION
EAST WEST ARTERIAL MAPPING**

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

Mapping Plan
for
East West Arterial
City of Springfield, Greene County, Missouri

on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

COMMENCING at a found iron pin at the Northeast corner of the Southwest Quarter of Section 29, Township 28 North, Range 21 West, Greene County, Missouri; thence North 86 Degrees 54 Minutes 37 Seconds West along the North line of said Quarter, a distance of 496.80 feet to a point in the same; thence departing said North line South 03 Degrees 05 Minutes 23 Seconds West, a distance of 883.49 feet to centerline station 131+07.28 for a POINT OF BEGINNING of centerline; thence South 88 Degrees 24 Minutes 23 Seconds East, a distance of 617.52 feet to centerline P.C. station 137+24.80; thence Southeastwardly along a curve to the right having a Radius of 1,050.00 feet, an Included Angle of 20 Degrees 26 Minutes 47 Seconds, a distance of 374.71 feet to centerline P.T. station 140+99.51; thence South 67 Degrees 57 Minutes 35 Seconds East, a distance of 883.75 feet to centerline P.C. station 149+83.26; thence Southeastwardly on a curve to the left having a Radius of 1,050.00 feet, an Included Angle of 50 Degrees 59 Minutes 02 Seconds, a distance of 934.32 feet to centerline P.T. station 159+17.58; thence North 61 Degrees 03 Minutes 23 Seconds East, a distance of 1,570.79 feet to centerline P.C. station 174+88.37; thence Northeastwardly on a curve to the right having a Radius of 1,900.00 feet, an Included Angle of 26 Degrees 47 Minutes 08 Seconds, a distance of 888.24 feet to centerline P.T. station 183+76.61; thence North 87 Degrees 50 Minutes 30 Seconds East, a distance of 564.98 feet to the intersection of the centerline of Southwood Avenue at station 189+41.59 and the POINT OF TERMINATION.

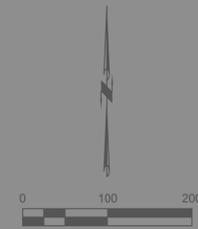
Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference

Exhibit C

SPRINGFIELD

Point of commencement
East-West Arterial Centerline
NE Cor. SW¼ Sec. 29-28-21

N86°54'37"W
496.80'



MATCH LINE - STA. 159+17.58 SEE SHEET 2



POINT OF BEGINNING
East-West Arterial
STA: 131+07.28
Grid Northing=140626.664m
Grid Easting=432748.784m

GREENE COUNTY

DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI
Mapping of the East-West Arterial from
Kissick to Southwood

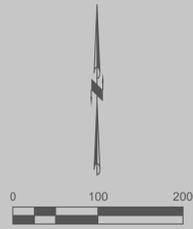
APPROVED BY _____ DATE _____
DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII	DESIGN: DIII	SCALE: 1"=100'	SHEET 1 OF 2 SHEETS
FIELD BK.: _____	DRAWN: _____	HOR: _____	FILE NO. 2016PW0009T
LEVEL BK.: _____	CHECKED: _____	VERT: _____	

GREENE COUNTY

GREENE COUNTY

SPRINGFIELD



MATCH LINE - STA: 159+17.58 SEE SHEET 1

Wings Street (o.s.)

S. Farm Rd. 175

Southwood Ave.

SW 1/4 NW 1/4
SEC28-T28N-R21W

SE 1/4 NW 1/4
SEC28-T28N-R21W

Mapped
right of way

Mapped
right of way

Mapped
right of way

INTERSECTION
East-West Arterial STA: 189+41.59=
Southwood Avenue STA: 23+61.76
Grid Northing=140823.769m
Grid Easting=434422.195m

R=1900.00
L=888.24'
Delta=26°47'08"
CH=N74°26'56"E
CL=880.17

City of Springfield
Bk. 2012
Pg. 023271-12
Right of way, slope
easement and temp.
const. easement.

Donald W. Myers, Trustee, Donald W. Myers Trust
Book 2831, Page 1939

James E. Bright, Trustee of the Rescuable Inter-Vivos
Trust Agreement of James E. Bright
Book 228 Page 1047

Roy M. Wallingford, Trustee of
the Roy M. Wallingford Trust
Book 2541, Page 139

Tea Properties of Missouri, LLC
Book 2010, Page 053169-10

Tea Properties of Missouri, LLC
Book 2010, Page 054889-10

NW 1/4 SW 1/4
SEC28-T28N-R21W

SW 1/4
SEC28-T28N-R21W

NE 1/4 SW 1/4
SEC28-T28N-R21W

Mary E. Eck & Mary L. Eck
Book 22838, Page 822

Jarrod Glenn Hestley and William Glenn Hestley, Inc.
Book 27058, Page 24

Mary E. Eck & Mary L. Eck
Book 22838, Page 821

Mary E. Eck & Mary L. Eck
Book 22838, Page 822

PT = 159+17.58
158+37.00
89.27L
156+71.00
131.76L

59°02'
32'54"E

157+50.86
88.20R

N61°03'23"E

165+40.38
110.27R

168+52.04
92.89R

173+16.32
88.21R

176+33.12
158.93R

179+30.52
100.79R

PT = 183+76.61

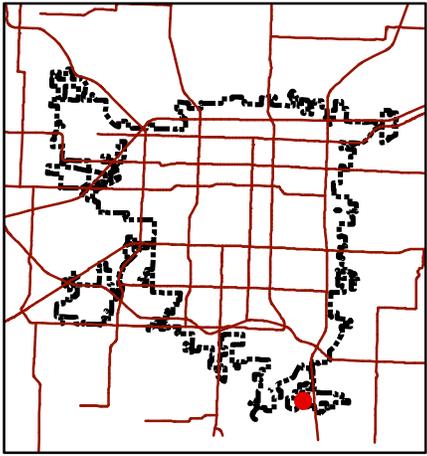
DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI

Mapping of the East-West Arterial from
Kissick to Southwood

APPROVED BY _____ DATE _____
DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII DESIGN: _____ SCALES: SHEET 2
OF 2 SHEETS
FIELD BK.: _____ DRAWN: DIII HOR: 1"=100'
LEVEL BK.: _____ CHECKED: _____ VERT: _____ FILE NO. 2016PW0009T

Exhibit D

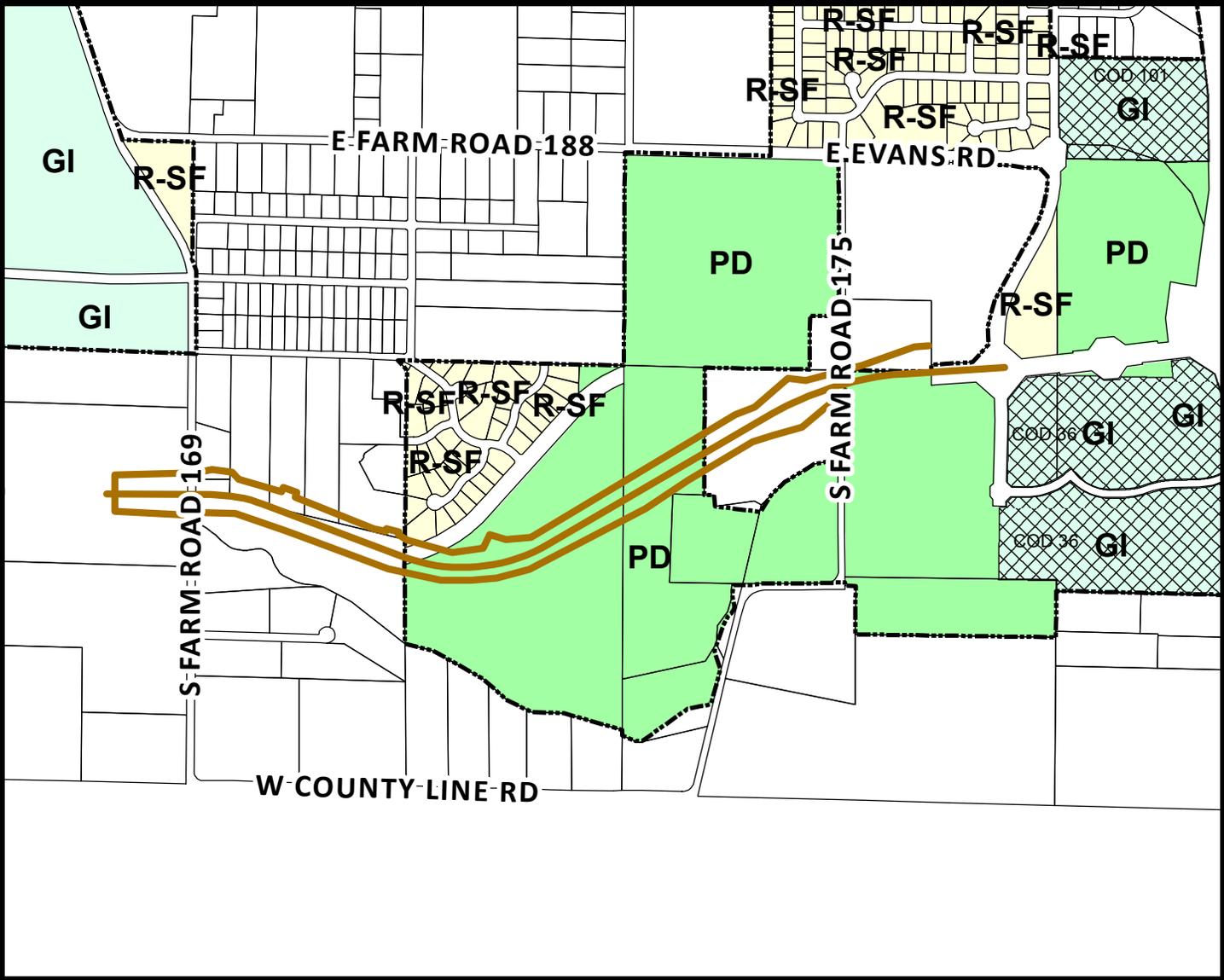


Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802

East West Arterial Mapping

LOCATION: US Highway 65/ Riverbluff Blvd to Kissick Ave.
CURRENT ZONING: NA
PROPOSED ZONING: NA

LOCATION SKETCH



- Area of Proposal



1 inch = 1,000 feet

DEVELOPMENT REVIEW STAFF REPORT
EAST WEST ARTERIAL MAPPING

DATE: May 25, 2016

LOCATION: US Highway 65 and Riverbluff Boulevard to Kissick Avenue
(Farm Road 169)

APPLICANT: City of Springfield

EXISTING USE: Agricultural uses, single family residential and undeveloped
vacant land

RECOMMENDATION: The request be **approved**.

PURPOSE:

1. To approve the mapping of the East West Arterial alignment located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169), implement a 5 year time limit on the mapping and to clarify that the mapping only applies to property currently within the City of Springfield.

FINDINGS:

1. The City Charter (section 11.11) gives the Planning and Zoning Commission the ability to make surveys for the exact location of new streets that have been previously included in the Major Thoroughfare Plan. When Commission certifies to the City Council that they have made such a survey; the City may by ordinance map the subject street on the official street map.
2. The East West Arterial is generally located between US Highway 65/ Riverbluff Boulevard on the east and Kissick Avenue/ Farm Road 169 on the west.
3. The general location of the East West Arterial was identified as a future primary arterial in the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element which was adopted on June 11, 2001.
4. The City Planning and Zoning Commission approved the preparation of preliminary designs for the more detailed alignment of the East West Arterial at their meeting on June 4, 2015.
5. On February 4, 2016, the Planning and Zoning Commission amended the City of Springfield-Greene County Comprehensive Plan Transportation Plan Element Major Thoroughfare plan which included the new general alignment of the primary arterial.

6. A more detailed survey has been completed showing the exact alignment of the East West Arterial corridor (Attachment 2 and 3). The Commission's estimate of the time within which the land shown on the survey for the East West Arterial should be acquired for street purposes shall be (5) five years. In the event that plans for the East West Arterial are not implemented within (5) five years from the date of the passage of the ordinance, the Planning and Zoning Commission shall conduct further review of the continuing need for the East West Arterial and shall report its findings to the City Council.
7. The adoption of a mapped street shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes.
8. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map of the City of Springfield.
9. The public can view the exact alignment plans in the City of Springfield Public Works Department, file #2016PW0009T.

ATTACHMENT 1
BACKGROUND REPORT
EAST WEST ARTERIAL MAPPING

APPLICANT'S PROPOSAL:

The City of Springfield proposes to map the alignment of that portion of the East West Arterial located between US Highway 65 and Riverbluff Boulevard to Kissick Avenue (Farm Road 169) that lies within the city limits. The City Council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street as shown on the official map.

STAFF COMMENTS:

1. The Planning and Zoning Commission held a public hearing on April 14, 2016 and recommended approval of the East West Arterial Mapping.
2. On May 2, 2016 the City Council held a public hearing on the East West Arterial Mapping and decided to remand this back to the Planning and Zoning Commission. City Council wanted Commission to place a (5) five year time limit on the mapping of the East West Arterial as well as clarify that the mapping is only for properties that are within the City of Springfield.
3. The Planning and Zoning Commission shall have the power to make or cause to be made surveys for the exact location of the lines of new streets and to make and certify to the Council the location of the street lines as the planned or mapped lines of future streets together with the commission's estimate of the time period within which the land shown on the plat or street locations should be acquired for street purposes.
4. The Council may by ordinance establish an official map of the City, on which shall be shown and indicated:
 - a. All public streets existing and established by law at the time of the establishment of the official map.
 - b. All planned streets or street lines as located on plats adopted by Council in accordance with the provisions of [Section 11.11](#) of this Charter at the time of the establishment of the map.
 - c. All streets or street lines as located on final or recorded plats of subdivisions approved by the Planning and Zoning Commission at the time of the establishment of the map. The placing of any street or street lines upon the official map shall not, in and of itself, constitute or be deemed to constitute the opening or establishment of any street or the taking or acceptance of any land for street purposes. The Council may in the same manner place upon the official map the location of existing or planned parks or other public open spaces (City Code 11.11).

5. Any modification of such mapping shall before passage be submitted to the Planning and Zoning Commission and either approved by it or, if disapproved, be approved by a favorable vote of the City Council (City Code 11.11).
6. City Council will consider an ordinance on June 27, 2016 to include the East West Arterial on the City's official map. If adopted, the official map will be amended to include the location of the EW Arterial.
7. The public can view the plans as set forth by the City by going to the Public Works Department file number 9PS6179. The City will continue to map the East West Arterial as additional properties along the alignment are annexed into the City.

PUBLIC COMMENTS:

The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all record owners of land on or abutting the future street lines designated on the East West Arterial. Fifteen (15) record owners of land on or abutting the future street lines designated on the East West Arterial were notified by mail of this request.

CITY COUNCIL MEETING:

June 27, 2016

STAFF CONTACT PERSON:

Bob Hosmer, AICP
Principal Planner

ATTACHEMNT 2
EAST WEST ARTERIAL MAPPING
LEGAL

The description of the surveyed centerline of East West Arterial (also known as Riverbluff Boulevard), from Station 131+07.28 (a point west of Kissick Avenue) to Station 189+41.59 (the intersection of Southwood Avenue) as shown on the:

Mapping Plan
for
East West Arterial
City of Springfield, Greene County, Missouri

on file with the City of Springfield Public Works Department, file #2016PW0009T and described as follows:

COMMENCING at a found iron pin at the Northeast corner of the Southwest Quarter of Section 29, Township 28 North, Range 21 West, Greene County, Missouri; thence North 86 Degrees 54 Minutes 37 Seconds West along the North line of said Quarter, a distance of 496.80 feet to a point in the same; thence departing said North line South 03 Degrees 05 Minutes 23 Seconds West, a distance of 883.49 feet to centerline station 131+07.28 for a POINT OF BEGINNING of centerline; thence South 88 Degrees 24 Minutes 23 Seconds East, a distance of 617.52 feet to centerline P.C. station 137+24.80; thence Southeastwardly along a curve to the right having a Radius of 1,050.00 feet, an Included Angle of 20 Degrees 26 Minutes 47 Seconds, a distance of 374.71 feet to centerline P.T. station 140+99.51; thence South 67 Degrees 57 Minutes 35 Seconds East, a distance of 883.75 feet to centerline P.C. station 149+83.26; thence Southeastwardly on a curve to the left having a Radius of 1,050.00 feet, an Included Angle of 50 Degrees 59 Minutes 02 Seconds, a distance of 934.32 feet to centerline P.T. station 159+17.58; thence North 61 Degrees 03 Minutes 23 Seconds East, a distance of 1,570.79 feet to centerline P.C. station 174+88.37; thence Northeastwardly on a curve to the right having a Radius of 1,900.00 feet, an Included Angle of 26 Degrees 47 Minutes 08 Seconds, a distance of 888.24 feet to centerline P.T. station 183+76.61; thence North 87 Degrees 50 Minutes 30 Seconds East, a distance of 564.98 feet to the intersection of the centerline of Southwood Avenue at station 189+41.59 and the POINT OF TERMINATION.

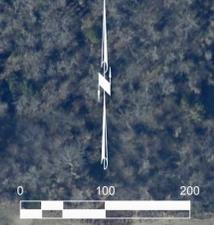
Right of way widths, slope easements, and other appurtenances are as shown on plan #2016PW0009T which is made a part of this description by reference.

SPRINGFIELD

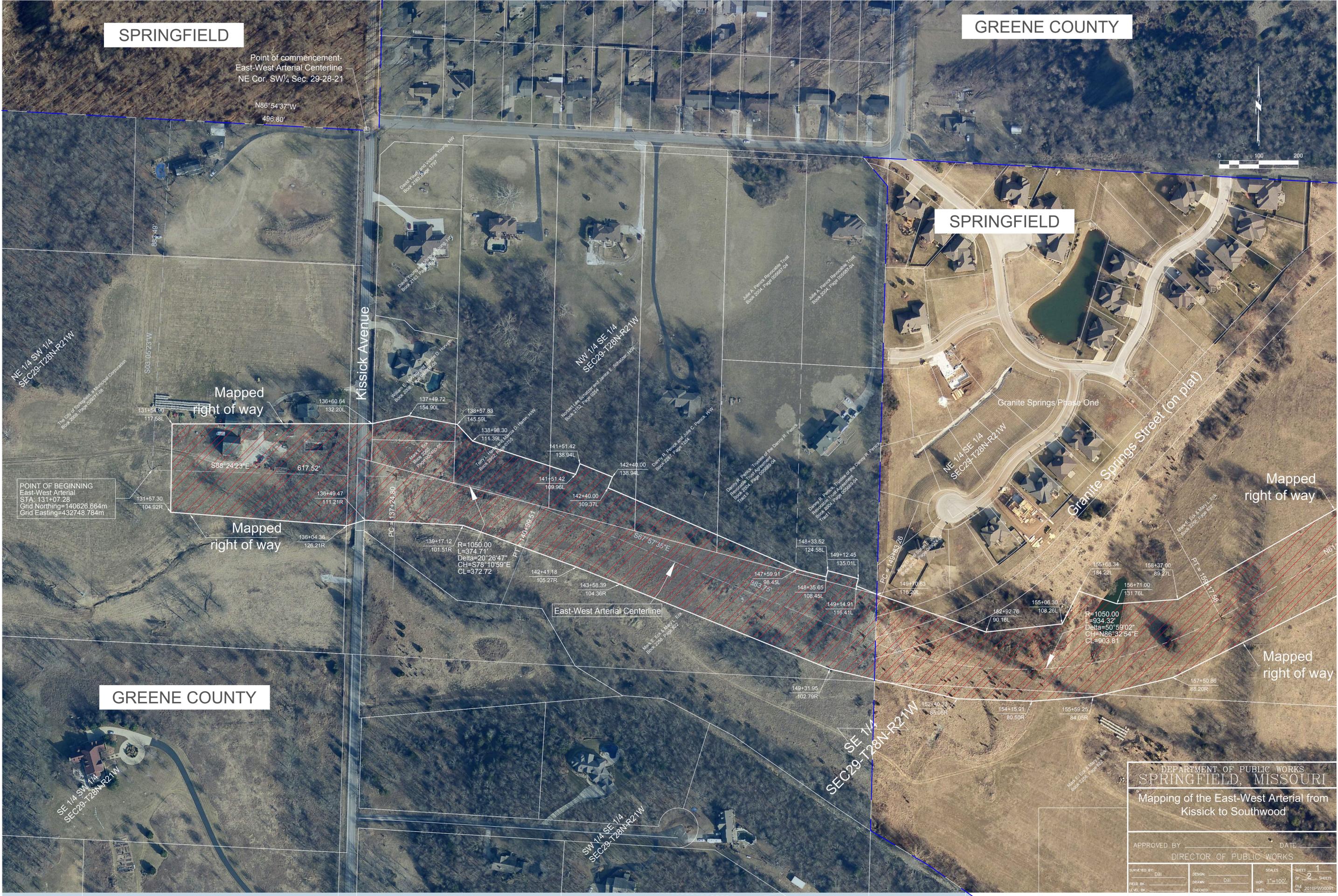
GREENE COUNTY

Point of commencement-
East-West Arterial Centerline
NE Cor. SW¼, Sec. 29-28-21

N86°54'37"W
496.80'



SPRINGFIELD



POINT OF BEGINNING
East-West Arterial
STA: 131+07.28
Grid Northing=140626.664m
Grid Easting=432748.784m

Mapped
right of way

Mapped
right of way

Mapped
right of way

Mapped
right of way

GREENE COUNTY

DEPARTMENT OF PUBLIC WORKS
SPRINGFIELD, MISSOURI
Mapping of the East-West Arterial from
Kissick to Southwood

APPROVED BY _____ DATE _____
DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DJH	DESIGN: DJH	SCALE: 1"=100'	SHEET 1 OF 2 SHEETS
FIELD BK: _____	DRAWN: _____	HOR: _____	FILE NO. 2016P-W0009T
LEVEL BK: _____	CHECKED: _____	VERT: _____	

GREENE COUNTY

GREENE COUNTY

SPRINGFIELD



INTERSECTION
 East-West Arterial STA: 189+41.59=
 Southwood Avenue STA: 23+61.76
 Grid Northing=140823.769m
 Grid Easting=434422.195m

Mapped right of way

Mapped right of way

Mapped right of way

DEPARTMENT OF PUBLIC WORKS
 SPRINGFIELD, MISSOURI

Mapping of the East-West Arterial from
 Kissick to Southwood

APPROVED BY _____ DATE _____
 DIRECTOR OF PUBLIC WORKS

SURVEYED BY: DIII	DESIGN: DIII	SCALE: 1"=100'	SHEET 2 OF 2 SHEETS
FIELD BK:	DRAWN:	NO.:	FILE NO. 2016PW00001
LEVEL BK:	CHECKED:	VERT:	

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 06-21-16

Sponsored by: Fishel

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 149

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Historic Patterson House Redevelopment Plan and declaring its
2 redevelopment necessary for the preservation of the public peace,
3 prosperity, health, safety, morals, and welfare. (Planning and Zoning
4 Commission, the Land Clearance for Redevelopment Authority and Staff
5 recommend approval.)
6
7

8 WHEREAS, the City Council of the City of Springfield, Missouri declared the
9 Historic Patterson House Redevelopment Area blighted and approved the original
10 Redevelopment Plan on May 11, 2015 by Special Ordinance No. 26564; and
11

12 WHEREAS, the developer desires to make amendments to the Historic
13 Patterson House Redevelopment Plan to reflect proposed changes in the development;
14 and
15

16 WHEREAS, an Amended Redevelopment Plan, attached as "Exhibit A," and
17 incorporated herein by reference, has been prepared and submitted to the Land
18 Clearance for Redevelopment Authority ("LCRA") and the Planning and Zoning
19 Commission for their consideration; and
20

21 WHEREAS, the Amended Redevelopment Plan was presented to the LCRA on
22 June 6, 2016, which voted to recommend approval of the Amended Redevelopment
23 Plan and the same was presented to the Planning and Zoning Commission on June 9,
24 2016, which voted to recommend approval of the Amended Redevelopment Plan; and
25

26 WHEREAS, City Council, after all interested parties were given an opportunity to
27 be heard, has elected to approve the Amended Redevelopment Plan submitted herein.
28

29 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
30 SPRINGFIELD, MISSOURI, as follows, that:
31

32 Section 1 – It is hereby found, determined, and declared that the Amended
33 Redevelopment Area, generally located at 1225 North Benton Avenue, is appropriate

34 for the undertaking of a redevelopment project in conformance with the Amended
35 Redevelopment Plan contained within "Exhibit A."
36

37 Section 2 – City Council is cognizant of the requirement of the Act pertaining to a
38 workable program for community improvement by utilizing public and private resources
39 to eliminate and prevent slums and the spread of blight within the City.
40

41 Section 3 – The Amended Redevelopment Plan contained within “Exhibit A” is
42 hereby found to be a feasible and reasonable plan for redevelopment of the area and is
43 in conformity with the general plan for development of the City and that said
44 Redevelopment Plan is an appropriate plan for the acquisition, clearance
45 reconstruction, rehabilitation and renewal of the entire area, and for future land uses.
46 Said Amended Redevelopment Plan is found to meet the requirements of Section
47 99.430(4), RSMo, and is hereby adopted.
48

49 Section 4 – The LCRA and the City Manager are hereby authorized to take such
50 actions as are necessary to carry out the Redevelopment Plan with the exception that
51 any future agreements with developers or amendments thereto shall be approved
52 through Council action.
53

54 Section 5 - This ordinance shall be in full force and effect from and after passage.
55

56 Passed at meeting: _____
57

58 _____
59 Mayor
60

61 Attest: _____, City Clerk
62

63 Filed as Ordinance: _____
64

65 Approved as to form: A. Charles T. Wiedner, Assistant City Attorney
66

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

EXPLANATION TO COUNCIL BILL NO. 2016- 149

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To approve an amended redevelopment plan for the Historic Patterson House Redevelopment Area located at 1225 North Benton Avenue and declaring its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare. (Planning and Zoning Commission, the Land Clearance for Redevelopment Authority and Staff recommend approval.)

BACKGROUND: Sections 99.300-99.715, RSMo, the Land Clearance for Redevelopment Authority Law, provides incentives to encourage investment and the removal of blight within Council-approved redevelopment areas. Pursuant to the Law, the Land Clearance for Redevelopment Authority (LCRA) may authorize partial real property tax abatement for projects that conform to an approved redevelopment plan and are located within an area that City Council has declared as blighted. Partial real property tax abatement is based on 100% of the assessed value of the new improvements for 10 years.

Historic Patterson House, LLC (the "Applicant") has filed an Amended Redevelopment Plan for the Historic Patterson House Redevelopment Area that will add multi-family residential as a permitted use ("Exhibit A"). The Redevelopment Area is located at 1225 North Benton Avenue. It consists of a 0.49 acre parcel that is occupied by the historic Patterson House, which was constructed in 1904 as a single-family residential dwelling and subsequently converted into apartments in 1939. The house is recognized as a contributing structure within the Mid-Town National Historic District and is listed in the Springfield Historic Register as a local historic site. The House has experienced significant deterioration over the past couple decades and now sits vacant and in need of rehabilitation.

The City Council declared the Redevelopment Area a blighted area and approved the original Redevelopment Plan on May 11, 2015 by Special Ordinance No. 26564. It proposed to rehabilitate the Patterson House, in conjunction with an adjoining property located immediately outside of the Redevelopment Area to the south at 1215 North Benton Avenue, into a 14-unit bed and breakfast and restaurant in accordance with the requirements and standards applicable to Planned Development District No. 348.

Reuse of the Patterson House as a bed and breakfast and restaurant is not currently feasible due to market conditions. The Amended Redevelopment Plan will allow the Patterson House to be rehabilitated as a 10-unit, multi-family residential apartment building with the option to use it as bed and breakfast and restaurant in the future. Rehabilitation will be performed in accordance with the requirements and standards

applicable to Planned Development District No. 348 Amendment 1, which is being considered in concurrence with this Plan.

The Land Clearance for Redevelopment Authority reviewed the Amended Redevelopment Plan on June 6, 2015 and recommended approval by a vote of three to zero. The Planning and Zoning Commission also reviewed the Amended Plan at their June 9, 2015 meeting and recommended approval by a vote of seven to zero with one abstention.

This proposal is consistent with the Chapter 99/Land Clearance for Redevelopment Authority policies set forth in the *Economic Development Incentives Policy Manual*, as provided below.

1. Proposed redevelopment plans must be reviewed by the Planning and Zoning Commission and found to be consistent with the City of Springfield Comprehensive Plan.
2. Proposals for redevelopment plans and property tax abatement pursuant to Chapter 99, RSMo will be strongly discouraged in approved Tax Increment Financing districts because tax abatement conflicts with the intent of the TIF statute to capture the incremental increase to fund TIF improvements.

Section 99.430(9), RSMo establishes the scope of review for a municipality to approve a Redevelopment Plan. The City Council may approve a plan if it finds that it is feasible and in conformity with the general plan for the development of the community as a whole.

The *Growth Management and Land Use Element* of the *Springfield-Greene County Comprehensive Plan* designates the area in around the Redevelopment Area for Medium or High Density Housing. This area is also within proximity to the Comprehensive Plan- designated Center City Activity Center (Downtown, Drury University/OTC), which is a major mixed-use activity center. The Comprehensive Plan states that activity centers will vary from one to another, but each should include, at a minimum, retail and office buildings and, ideally, multi-family housing, restaurants, and hotels, entertainment, and community facilities such as churches, public agencies, libraries, parks, etc. Activity centers are the preferred development pattern to encourage infill growth by using existing infrastructure where the city has already constructed the necessary services and facilities to accommodate growth.

Redevelopment Area is located within the *Mid-Town Neighborhood Plan* area. The Neighborhood Plan identifies actions aimed at protecting and improving the single-family character of the neighborhood, improving safety, preserving architecturally significant structures, and managing the expansion of institutional uses in the neighborhood. The Plan identifies the area west of the Drury University campus as an appropriate area for the future expansion of institutional uses. It specifically mentions that any expansion into the 1100 and 1200 blocks of North Benton Avenue should utilize contributing structures in the Mid-Town National Historic District. Although the proposed redevelopment is not an expansion of Drury University, it is a supporting use

that will compliment the University and surrounding neighborhood. Furthermore, the proposed redevelopment will involve preserving the Patterson House, which is a contributing structure within the Mid-Town National Historic District.

The proposed redevelopment, being a historic rehabilitation and adaptive reuse, is congruent with the vision for Center City outlined in the *Center City Element* of the *Springfield-Greene County Comprehensive Plan*. The Plan states,

“Center City will preserve and enhance the public and private historic landmarks and “celebrate the heritage” and history of Springfield.”

As well as,

“Renovation and adaptive re-use of Center City's fine, older buildings will be made a priority. These structures help make Center City special and different, cement the community's emotional attachment to the area, and offer economically attractive spaces for start-up businesses and cultural organizations that cannot be duplicated elsewhere.”

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

REMARKS: The applicant plans to utilize both federal and state historic tax credits to facilitate the rehabilitation and adaptive reuse of the Patterson House. In order to qualify for those credits, the project must comply with the Secretary of the Interior's Standards for Rehabilitation. Furthermore, because it is listed as a historic site in the Springfield Historic Register, the proposed rehabilitation of the Patterson House will also be subject to review by the Springfield Landmarks Board.

The Planning and Zoning Commission, the Land Clearance for Redevelopment Authority, and City staff recommend City Council approve the Amended Redevelopment Plan.

Submitted by:



Matt D. Schaefer
Senior Planner



Sarah Kerner
Interim Economic Development Director



Greg Burris
City Manager

Exhibit A

Amended Redevelopment Plan for the Historic Patterson House Redevelopment Area

I. Introduction

Historic Patterson House, LLC, a Missouri limited liability company (the “Developer”), has prepared this plan (the “Redevelopment Plan”) for the rehabilitation and redevelopment of 0.51 acres in Springfield, Missouri. The Patterson House, located within the Redevelopment Area, was constructed between 1900 and 1904. It has a storied history and has many features that are architecturally significant. Initially constructed as a single family residence, the Patterson House has been apartments since 1939. The Patterson House has fallen into disrepair and is currently uninhabitable. The Redevelopment Plan proposes to save the Patterson House and rehabilitate it as multi-family residential apartments with optional use as an inn. Real property tax abatement will be utilized to encourage redevelopment.

II. Background

The Developer acquired the property within the Redevelopment Area, the Patterson House, 1225 N. Benton Avenue, Springfield, Missouri, in February of 2015. The property is in the Mid-town Historic District and is identified as a contributing property to the District on the National Register of Historic Places.

The Developer plans to rehabilitate the property, repairing and reversing disrepair that has occurred over time, removing recent architectural additions not in keeping with the historic character of the property and rehabilitating every floor of the property to better accommodate the historic use of the property as apartments with the option to also use as an inn.

The Patterson House, constructed between 1900 and 1904, was originally designed as a single family residence. In 1939, the Patterson House was converted to multi-family use with six apartments; each with its own bathroom and kitchen. The house is the only existing structure within the Redevelopment Area.

III. Description of the Project

A. Boundaries of the Redevelopment Area

The Redevelopment Area is on approximately 0.51 acres and is on the west side of Benton Avenue between E. Webster Street and E. Calhoun Street in the city of Springfield, Missouri (the “Redevelopment Area”). A map indicating the Redevelopment Area is attached and incorporated as Exhibit “A”, and the Redevelopment Area is legally described on Exhibit “B”, which is attached and incorporated. The Redevelopment Area is part of a larger project, Planned Development District No. 348 Amendment 1, and includes the adjoining property to the south, the Hawkins House at 1215 N. Benton Avenue. The Redevelopment Area is limited to the property at 1225 N. Benton Avenue because there is not a preponderance of blight on the 1215 N. Benton property.

B. Need for Redevelopment

i. Mid-Town Plan

The Redevelopment Area is in the Mid-town Historic District and is specifically referenced in the Mid-Town Plan and the Mid-Town Design Guidelines for Exterior Rehabilitations. The Mid-town Plan identifies the Redevelopment Area for acquisition and commercial use by Drury University. The Mid-town Design Guidelines for Exterior Rehabilitations, June, 1989, prepared as part of the successful application to the United States Secretary of the Interior to obtain Historic District designation for Mid-Town, states: "Adaptive reuse is a preservation concept that has been effectively used for preserving historic structures. This concept involves changing the original use and adapting the structure to a new use... There are several structures for which adaptive reuse would be an appropriate tool for preserving the historic building. These houses are located west of Drury College..."

Additionally, the rehabilitation and initial proposed use as apartments conforms with the Neighborhood Plan as it satisfies Objective 4 (maintain a safe environment) and Objective 5 (protect architecturally significant structures). Further, the Neighborhood Plan specifically recommends preservation and rehabilitation of contributing structures in the Redevelopment Area and adjacent properties along North Benton Avenue.

ii. Mid-Town Urban Conservation District

The Redevelopment Area was in Area A, also known as the Benton Avenue Area, of the Mid-Town Urban Conservation Area (UCD). The Mid-Town UCD is recognized as a special overlay zoning district by the *City of Springfield, Missouri Zoning Ordinance*, referred to as the *Zoning Ordinance*. As part of the rezoning to Planned Development District No. 348 last year, the Redevelopment Area was removed from Area A and added to Area E of the UCD. Area E is an unclassified subarea of the UCD only subject to the general UCD regulations outlined in Section 3 of the UCD.

This district, designated as a UC or Urban Conservation District under section 4-2300 of the Zoning Ordinance was established to work in conjunction with other zoning districts to promote "the health, safety, economic, cultural and general welfare of the public by encouraging the conservation and enhancement of the urban environment (section 4-2302)."

The objectives of the proposed Redevelopment Plan are ideally aligned with the purpose of the Urban Conservation District. This purpose is outlined in Section 4-2302 of the *Zoning Ordinance*:

To identify physical, social and economic resources within the urban environment that are worthy of conservation;

To maintain neighborhood character and integrity by focusing special attention on the maintenance of the physical environment; the enhancement of physical, social and economic resources and accommodation of desirable change;

To prevent economic obsolescence and to promote reinvestment by fostering stable property values through a high level of economic activity, maintenance of essential urban services and by fostering financial assistance and other economic development programs;

To promote the efficient use of urban lands, including the encouragement of compatible infill development on vacant and passed-over parcels;

To encourage and to support rehabilitation of the physical environment and programs for the conservation and revitalization of urban areas;

To foster harmonious, orderly and efficient growth, development and redevelopment; and

To aid in the prevention or elimination of slums or blight.

iii. Objectives of the City of Springfield's Growth Management and Land Use Plan

The Redevelopment is closely aligned with many objectives of the City of Springfield's Growth Management and Land Use Plan (GMLUP), which is a component of the Vision 20/20 Springfield- Greene County Comprehensive Plan adopted in November 2001.

Growth Management Plan

Objective 2, Sustainable Growth (Page 18-5 of the GMLUP) - "Springfield and Greene County should seek sustainable growth by investing in established areas, carefully planning new neighborhoods, providing attractive public amenities, and protecting environmental resources."

Investment in Established Areas

The Redevelopment Area is in a neighborhood that predates the 20th century. It is in the heart of the Mid-Town Historic District, is surrounded by student housing for Drury University and is located directly across from Drury University campus. The proposed redevelopment would invest in a previously underinvested property in a well-established area of the community, helping to further stimulate new and continued investment in nearby properties.

Objective 9, Activity Centers (Page 18-6 of the GMLUP) - "Springfield and Greene County should target several locations as Activity Centers. In those locations, plans, regulations and public investments should promote additional or new employment..." "Design should emphasize mixed- and multiple-use development, attractive public spaces, and high-quality site planning and architecture." "Activity Centers should be linked to the bicycle and linear open space networks."

The Redevelopment Area is in the Center City Activity Center designated as a major Activity Center. This area includes Downtown, Walnut Street, Missouri State University (identified as SMSU), Government Plaza, Commercial Street, Drury University (noted as Drury College) and Evangel University (also noted as Evangel

College). In general, activity centers are intended to serve as a focal point for higher-intensity uses and would include apartments and inns.

Reference Page 18-30 of the GMLUP

Emphasis on High-Quality Site Planning & Architecture

The Developer is proposing the redevelopment of a recognized Historic property in the Mid-Town Urban Conservation District. Redevelopment of the property will preserve high-quality architecture from another era, providing enjoyment for future generations and an important link to our past. In redevelopment of the property, the developer will take care to conserve the historic integrity of the site and will provide high-quality site planning and landscaping.

Reinforcement of Alternate Transportation Routes

The Redevelopment Area encourages pedestrian and alternate transportation methods. Near established north-south and east-west bicycle routes, the Area also encourages the use of bicycle transportation.

See Exhibit C for location of major north-south and east-west bicycle routes.

Land Use Plan

The Land Use Plan map designates the area located in and around the Redevelopment Area for medium or high density housing.

Objective 14, Reinvestment is summarized on Page 18-45 of the GMLUP: "The City of Springfield and Greene County should promote continuous public and private reinvestment to ensure that established neighborhoods remain attractive places to live."

In spirit with Objective 14 of the Land Use Plan, allowing real property tax abatement for the Redevelopment Area promotes private reinvestment in the Redevelopment Area. Removal of the blight enhances the sense of neighborhood, preserves historically & architecturally significant buildings, and helps to ensure that the Midtown Historic District remains an attractive place to live.

Reference Page 18-51 through 18-52 of the GMLUP

Maintaining Traditional Urban Character (Section 18-52 of the GMLUP)

The Redevelopment Area reinforces many of the Actions outlined on Page 18-52 of the GMLUP.

Action 4, Neighborhood Preservation (Page 18-53 through 18-54 of the GMLUP)

In the spirit of maintaining the character of the Mid-Town Historic District, the Developer will strive to preserve and rehabilitate the historic character of the property.

iv. Objectives of the Center City Element of the City's Comprehensive Plan

According to the Center City Element of the Springfield Greene County Comprehensive Plan, the Redevelopment Area is within Center City. The Redevelopment Area is located adjacent to two primary areas within Center City: the Government Plaza & Central Street Corridor and the Drury University Campus.

Reference Figure 18-5 of the Springfield - Greene County Strategic Plan

The Center City Plan Element, adopted May 1998, provides this vision for historic preservation: "Center City will preserve and enhance the public and private historic landmarks and "celebrate the heritage" and history of Springfield." (Page 1-3 *Center City Plan Element*)

Developer intends to preserve the historic and architectural significance of the property. Investment in the Redevelopment Area will include significant repair to the degraded and deteriorating façade. The now vacant property will be reinvigorated with life allowing locals and visitors alike to enjoy the rehabilitated property.

The *Vision 20/20 Strategic Plan Summary Document*, adopted by Springfield City Council on November 11, 2004, identifies Center City Revitalization as one of the Common Threads and Principals of the Strategic Plan and the VISION 20/20 Comprehensive Plan. It states:

"Center City Revitalization – Revitalization of Springfield's Center City continues to be a key component of future strategies for community development. Center City Springfield helps define the health of the overall community and its success or failure reflects on the entire community."

As proposed in the Redevelopment Plan, the existing residence will be fully rehabilitated. Redevelopment will include cleaning and repair of the façade, removal of overgrown vegetation and general overdue maintenance of the property. The existing structure has suffered greatly from a lack of maintenance and investment; revitalized investment of the existing structure will remediate these blighting conditions. Improved maintenance of the now vacant property will also improve curb appeal.

The *Vision 20/20 Strategic Plan Summary Document* provides this observation about historic resources in Center City:

"Historic Resources – Renovation and adaptive re-use of Center City's fine, older buildings will be made a priority. These structures help make Center City special and different, cement the community's emotional attachment to the area, and offer economically attractive spaces for start-up businesses and cultural organizations that cannot be duplicated elsewhere. They are a special resource in the revitalization of Springfield, as in many other American cities."

The rehabilitation and adaptive re-use of the historic Patterson House, as proposed in the Redevelopment Plan, will save one of Center City's fine older buildings that make Center City special and different. The proposed uses of the Redevelopment Area in the

Planned Development District No. 348 Amendment 1, a copy of which is attached as Exhibit E and incorporated by reference, provides an opportunity to offer economically attractive spaces for start-up businesses.

The *Vision 20/20 Strategic Plan Summary Document* also identifies several Actions that are important areas of focus for the Government Plaza & Central Street Corridor. The following are actions that the Redevelopment will take to improve Center City.

Government Plaza & Central Street Corridor (reference pages 29-30 of the *Vision 20/20 Strategic Plan Summary Document*)

Action 5 – “Enhance major street corridors to complement the ... architecture and emphasize the importance of the corridor”, and

Action 8 – “Establish a strong linkage along the corridor... and form linkages to Jordan Valley Park, Downtown, and Commercial Street.

The Redevelopment Area enhances the Benton Avenue corridor, complementing the architecture and improving the linkage between other districts within Center City.

Developer respectfully suggests that these Actions recommended by the *Vision 20/20 Strategic Plan Summary Document* for other Center City districts are enhanced by implementing the Redevelopment Plan for the Patterson House property within the Mid-town Historic District:

Downtown Action 2 – “Link the sub-districts into a whole that is recognized as Greater Downtown.”

Downtown Action 3 – “Preserve buildings of historic, architectural, or cultural merit.”

Downtown Action 10 – “Improve maintenance and cleanliness.”

Commercial Street Action 3 – “Extend the emphasis given Downtown Springfield over the past [15] years to the Commercial Street area.”

Walnut Street Action 1 – “Increase the number of complementary businesses.”

Walnut Street Action 3 – “Improve the appearance of the Corridor.”

Walnut Street Action 5 – “Continue to present the District as a special area in Springfield and highlight its historic character.”

C. Redevelopment Plan Objectives and Strategies

The primary objectives of the Redevelopment will be to (a) cure blight, specific to the site and the surrounding neighborhood, that is a social and economic drain on highly invested areas in the Mid-town Historic District and other areas of Center City, and to (b) develop a project that stays true to the intent of the Springfield-Greene County Comprehensive Plan in these ways:

- Rehabilitating blighted apartments.
- Activating a previously vacant property.
- Promoting pedestrian and bicycle transportation in Center City along the corridor between Commercial Street and the Government Plaza/Central Street Corridor and around Drury University.

IV. Land Use Plan

A. Former and Existing Land Use

The Redevelopment Area comprises one (1) structure converted into six apartments in 1939. The apartments have been unoccupied for about ten (10) years.

The foundation of a carriage house and parts of the carriage house wall remain upon the west edge of the Redevelopment Area.

B. Proposed Land Use

The proposed land use is for no more than ten (10) multi-family residential dwelling units. Planned Development District No. 348 Amendment 1 includes the development of the property at 1225 N. Benton Avenue and the property at 1215 N. Benton Avenue. The 1215 property is not included in this Redevelopment Plan because it lacks a preponderance of blight. The apartments within the Redevelopment Area will operate within the existing footprint of the Patterson House and will be an appropriate repair and rehabilitation of the historic building.

In addition to multi-family residential apartment use, Planned Development District No. 348 Amendment 1 provides the opportunity for Developer to reuse the house as an inn. It also provides the opportunity for the Developer to reconstruct the carriage house to be used as covered off-street parking bays that reflect the historic character of the original carriage house, upon the west edge of the Redevelopment Area. However, future reconstruction of the carriage house shall not occur under this plan.

*A preliminary site plan reflecting the proposed land use is attached as **Exhibit D** and incorporated herein. The adjacent 1215 property is not located in the Redevelopment Area and is not eligible for benefits under this Redevelopment Plan.*

C. Existing and Proposed Zoning

The property is currently zoned as Planned Development District No. 348. The Redevelopment Area is in Planned Development 348a, a copy of which is attached as **Exhibit E** and incorporated by reference, which proposes to develop the Patterson house, and the adjacent house at 1215 N. Benton Avenue to allow the development of multi-family and single family housing with up to eighteen dwelling units per acre, including up to ten dwelling units with the Redevelopment Area. The previously approved use involving the operation of an Inn may occur in the future.

D. Regulations and Controls

Redevelopment of the Redevelopment Area will be subject to all Local and State Codes and Ordinances. The Redevelopment Area shall also be redeveloped in accordance with proposed Planned Development District No. 348 Amendment 1. The regulations for said District are attached hereto as Exhibit E and incorporated herein by reference.

V. Execution of the Project

A. Execution

The Developer or its successors in interest will execute the redevelopment of the Redevelopment Area under the Redevelopment Plan.

B. Land Acquisition

The Developer acquired the land within the Redevelopment Plan in February of 2015.

C. Financing

The developer is utilizing Historic Tax Credit financing and Real Property Tax Abatement, in addition to conventional private financing to finance the project.

D. Disposition of the Property

No disposition of property is proposed within the Redevelopment Area.

E. Redevelopment Schedule and Estimated Date of Completion

The Developer estimates that each stage of the Project will be completed in accordance with the following schedule:

- Preconstruction (including, but not limited to, plan review and permitting): late Spring/early Summer of 2016
- Redevelopment and Construction: Summer and Fall of 2016
- Completion of Redevelopment/Occupancy: December 2016

F. Taxation

The Developer or its successors in interest may apply to the Land Clearance for Redevelopment Authority for tax relief under sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

G. Covenants

The Redevelopment Plan will run with the land and require the Developer and any successors in interest to redevelop the real property within the Redevelopment Area under the specified uses in the Redevelopment Plan if they wish to benefit from tax relief available under sections 99.700 to 99.715 of the Missouri Revised Statutes, 2000.

VI. Other Provisions

A. Compliance with General Plans

As described herein, the Redevelopment Plan conforms to the objectives of the Springfield-Greene County Comprehensive Plan.

B. Compliance with State and Local Law

The Redevelopment Plan will be implemented in conformance with the requirements of state and local law, including those of Planned Development District No. 348 Amendment 1.

C. Public Facilities

It is not anticipated that the Project will require any additional public facilities or utilities.

VII. Procedure for Changes or Modification of Plan

Upon application by the Developer or its successors in interest, the Redevelopment Plan may be amended or modified by the Land Clearance for Redevelopment Authority with the consent of the Planning and Zoning Commission. When the proposed amendment or modification substantially changes the Redevelopment Plan, the City Council must also approve the amendment or modification.

Redevelopment Plan Exhibits

Exhibit A

Map of Redevelopment Area

Exhibit B

Property Description

Exhibit C

Bike Route Map

Exhibit D

Preliminary Site Plan

Exhibit E

Planned Development District No. 348 Amendment 1

Exhibit A

Map of Redevelopment Area



Exhibit B

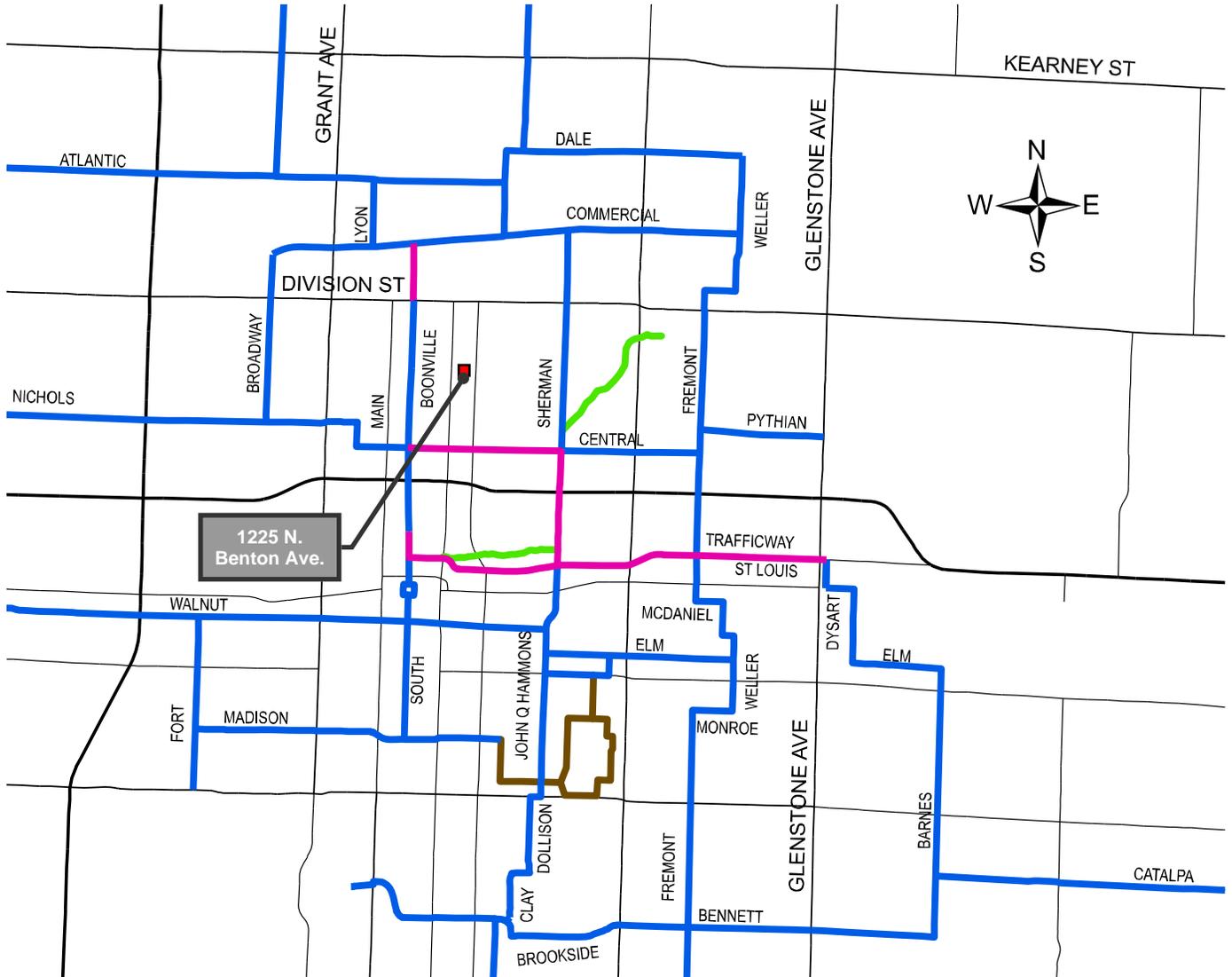
Legal Description of Redevelopment Area

ALL OF LOT FORTY-TWO (42) AND THE SOUTH TWENTY (20) FEET OF LOT FORTY-THREE (43) IN OZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

AND THE EAST HALF OF THE VACATED PUBLIC ALLEY WEST OF AND ADJACENT TO LOT FORTY-TWO (42) AND THE SOUTH TWENTY (20) FEET OF LOT FORTY-THREE (43) IN OZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

Exhibit C

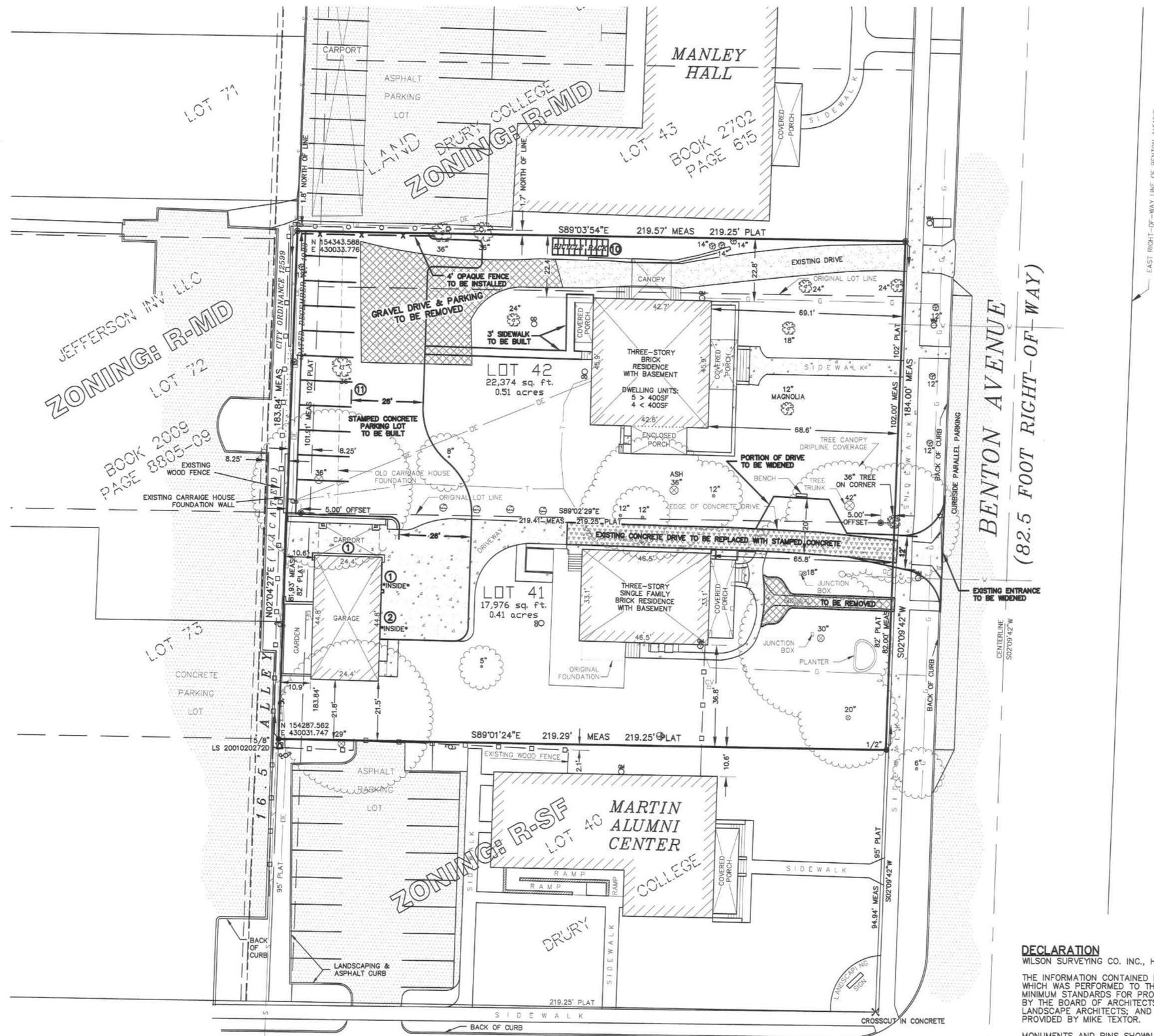
partial image of Springfield Bicycle Route Map



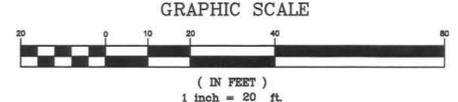
Legend

- BIKE LANES
- BIKE ROUTES
- SHARED ROADWAY
- MULTI-PURPOSE PATHS
- MSU BIKEWAYS
- CITY LIMITS

Exhibit D - Preliminary Site Plan



GRID NORTH
MISSOURI STATE
PLANE
CENTRAL ZONE
NAD83



PARKING NOTE
10 BICYCLE PARKING SPACES
15 VEHICLE PARKING SPACES (TYP: 9'x18.5')

- LEGEND**
- = EXISTING IRON PIN EXCEPT AS NOTED
 - ⊙ = 5/8" IRON PIN SET CAPPED "LS-267D"
 - X = CROSSCUT IN CONCRETE
 - ☐ = CLEANOUT
 - ☐ = TELEPHONE RISER
 - ⊙ = TREE TRUNK
 - ⊙ = DECIDUOUS TREE
 - ⊙ = POWER POLE
 - ⊙ = LIGHT POLE
 - ⊙ = GAS METER
 - ⊙ = WATER METER
 - ⊙ = CONTROL VALVE
 - ⊙ = CHAIN-LINK FENCE
 - ⊙ = WOOD FENCE
 - ⊙ = OPAQUE FENCE TO BE INSTALLED
 - S = SANITARY SEWER LINE
 - DE = OVERHEAD ELECTRIC LINE
 - G = GAS LINE
 - W = WATER LINE
 - T = TELEPHONE LINE
 - ⊙ = TREE DRIP LINE
 - ▨ = ASPHALT
 - ▨ = CONCRETE
 - ▨ = GRAVEL
 - ▨ = TO BE REMOVED
 - ▨ = TO BE REPLACED WITH STAMPED CONCRETE

RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION

- ZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD FINAL PLAT
- SURVEY BY L.A. WEEKS DATED OCTOBER 21, 1953
- SURVEY BY WILSON SURVEYING CO., INC. DATED DECEMBER 14, 1991
- SURVEY BY WILSON SURVEYING CO., INC. DATED NOVEMBER 12, 2015
- DEEDS AS SHOWN

SOURCE OF TITLE

- BOOK 2015 PAGE 7026-15
- BOOK 2015 PAGE 11348-15
- HOGAN LAND TITLE COMMITMENT NO. 1411011 EFFECTIVE DATE: OCTOBER 31, 2014
- HOGAN LAND TITLE COMMITMENT NO. 1502141 EFFECTIVE DATE: FEBRUARY 9, 2015

PROPERTY DESCRIPTION

ALL OF LOTS FORTY-ONE (41), FORTY-TWO (42) AND THE SOUTH TWENTY (20) FEET OF LOT FORTY-THREE (43) IN OZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

DECLARATION

WILSON SURVEYING CO. INC., HEREBY DECLARES TO HISTORIC PATTERSON HOUSE LLC:

THE INFORMATION CONTAINED HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED ABOVE, WHICH WAS PERFORMED TO THE BEST OF CORPORATE KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS; AND THE MISSOURI DEPARTMENT OF AGRICULTURE; AND BASED ON INFORMATION PROVIDED BY MIKE TEXTOR.

MONUMENTS AND PINS SHOWN AS SET WERE PLACED UNDER MY PERSONAL SUPERVISION.

PHYSICAL EVIDENCE OF IMPROVEMENTS AS SHOWN IS FROM INFORMATION OBTAINED BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS AS SHOWN ARE THOSE BASED ON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY.

THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29077C0331E, EFFECTIVE DECEMBER 17, 2010.

WEBSTER STREET
(50 FOOT RIGHT-OF-WAY)

PREPARED BY
WILSON SURVEYING CO., INC.

SURVEYING/ ENGINEERING/ LAND PLANNING
2012 S. STEWART AVENUE
Springfield, Missouri 65804
TELE: (417)522-7870 FAX: (417)522-7874
EMAIL: RICK.WILSON@WILSONSURVEYING.COM
DRAWING NO.: WD-105-008
JOB NO.: 16044
DRAWN BY: MSB
DATE: MAY 5, 2016

TOTAL AREA
0.93 ACRES
40,350 SQ. FT.

Rick Wilson
WILSON SURVEYING CO., INC. L.C. 267D
BY RICK WILSON, P.L.S. 1970

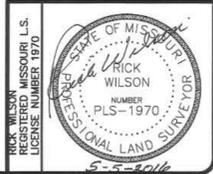


EXHIBIT E

Requirements and Standards Applicable to Planned Development District 348 Amendment 1

Introduction

This planned development will facilitate the historic rehabilitation of the two primary historic buildings located on adjacent properties in the heart of Springfield, Missouri, and their initial development with their historic uses of single family and multi-family residential, with potential future development into an Inn and restaurant, following the guidelines promulgated by the United States Secretary of the Interior for the Rehabilitation of Historic Properties. The south property, hereinafter referred to as the “Hawkins House”, is located at 1215 North Benton and totals approximately 0.39 acres. The north property, hereinafter referred to as the “Patterson House”, is located at 1225 North Benton and totals approximately 0.51 acres. The two properties make up the entirety of the Planned Development.

Background

Both the Patterson House and the Hawkins House are located within the Mid-town Historic District and are identified as contributing to the District on the National Historic Registry.

The Patterson House, constructed between 1900 and 1904, was originally designed as a single-family residence. In 1939, the home was converted into apartments. The Hawkins House, built in 1907, was originally designed as a single-family residence. Over time, the property was converted from a single-family residence into medium density housing utilized by the Sigma Pi fraternity at Drury University. More recently, the Hawkins House was converted back into a single-family residence and a one-and-a-half story carriage house was constructed on the northwest corner of the lot. In total, there are three building structures currently located within the Planned Development. Both the Hawkins House and the Patterson House are identified as contributing to the Mid-Town Historic District.

Application

Building permits for any currently allowed use can be issued at any time. Otherwise, building or other permits cannot be issued for development permitted by this planned development, until the final development plan is approved in the manner described at the end of this document.

Intent

The intent of this Planned Development is set forth in the Introduction and Background sections above and shall conform to the Landmarks requirements set forth herein.

Definitions

The definitions contained in the City of Springfield, Missouri Zoning Ordinance apply except where terms are defined in this section or in the Uses Permitted section below.

For the purposes of this ordinance, the following definitions shall apply:

BED AND BREAKFAST: A dwelling, or portion thereof, that contains guest rooms where short-term lodging, with or without meals, is provided for compensation.

FLOOR AREA GROSS: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of the exterior walls, but not including parking or loading spaces for motor vehicles. The gross area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, and lobbies. It shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

IMPERVIOUS SURFACE AREA (ISR): The portion of the site covered by surfaces which do not absorb rainwater, including buildings, roads, sidewalks, patios, parking areas and any other paved area.

$$\text{ISR} = \frac{\text{AREA COVERED BY IMPERVIOUS SURFACES}}{\text{TOTAL SITE AREA}}$$

Uses Permitted

A. The following uses shall be permitted in the Planned Development:

1. Single-family detached dwellings
2. Multi-family, R-LD uses.
3. Accessory Uses as permitted in section 36-350, accessory structures and uses.

B. The following commercial and multi-family uses shall be permitted within the Planned Development:

1. Eating and Drinking Establishments Use Group. Establishments primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Typical

uses include restaurants and coffee shops. Drive-up windows, Drive-in and drive thru facilities are NOT allowed.

2. Bed and Breakfasts. Establishments providing lodging available to the public on a daily basis. Typical uses include bed and breakfasts and activities normally accessory thereto such as incidental retail sales, offices, restaurants, bars, spa services, art sales and recreation facilities intended for the convenience of guests.
3. The carriage house on the south lot may have an apartment and offices incidental to the operation of the Bed and Breakfast and Restaurant. The carriage house may also be used as guest suites or as a kitchen incidental to the operation of the restaurant. For the initial phase of this planned development the carriage house will be a garage.
4. R-LD, multi-family apartments shall be allowed.
5. Accessory uses as permitted by section 36-350. Accessory structures and uses.
6. Should either the Hawkins House or the Patterson House, or both, be damaged by fire or natural disaster then:
 - a. The structure(s) shall be restored to maintain their significant features consistent with the most recent rehabilitation plans approved by the State Historic Preservation Office; or
 - b. The structures shall be completely rebuilt to their original plans; or
 - c. If it is not possible to repair or rebuild in a manner that complies with these requirements, the use of the property shall revert to single family and multi-family residential uses.
7. All new construction of multi-family buildings, per 6 (c) above, shall meet the Multi-Family Development Location and Design Guidelines. Bufferyard and landscaping requirements for the existing parking lot shall be in substantial conformance with Exhibit 2. If the site is completely redeveloped then the current bufferyard and landscaping requirements at the time of development will have to be met for parking and other site developments.

Historic District and Landmarks Compliance

A. The Landmarks Board, in 2015, approved the proposed exterior modifications to the historic structures. The initial phase of single and multi-family residential eliminates the previously-proposed addition to the Hawkins House. Because the initial phase uses the properties for their historic purposes, rehabilitates and preserves the existing exterior structures without any material change to the exterior appearance of existing structures, and reduces the parking and driveway area from the previously approved design, no further review by the Landmarks Board is required. All modifications and uses of Contributing Buildings within the Planned Development shall retain the historic character of the existing structure. Additionally, the goals of historic rehabilitation shall be met and any exterior modification to the property must be consistent with the Secretary of Interior's Standards for Rehabilitation. A Certificate of Appropriateness shall be required in the following instances before the commencement of exterior work upon any new or existing structure or outside work within the Planned Development except for ordinary maintenance and repair:

1. Any construction, alteration, or removal affecting the exterior of a site or structure that requires a building or demolition permit from the City of Springfield including but not limited to the construction of new structures;
2. A material change to the exterior appearance of existing structures including but not limited to additions, reconstruction or alterations, which affects a significant exterior feature of a structure as specified in the materials attached to the ordinance designating the properties in this Planned Development as contributing to the Midtown Historic District.
3. Any action resulting in the application of paint to a previously unpainted brick or masonry exterior surface or the application of stucco or siding;
4. The construction or enlargement of a driveway or parking area or erection of fencing;
5. Work by the City of Springfield or any of its agencies or departments which would require a Certificate of Appropriateness if undertaken by a private citizen and any Public Improvement Project, which, in the opinion of the Director of Planning and Development would affect the Midtown Historic District.
6. The placement or construction of any building one hundred (100) square feet or less in size within the Planned Development, with the exception of gazebos, pergolas, and green houses, and structures associated with the temporary use of street festivals so long as said structures are removed at the expiration of the applicable use permit issued by the Director of Building Development Services; and

7. A material change to the interior appearance of existing structures, including but not limited to additions, reconstruction, or alterations, if a significant interior feature of a structure was listed in the nomination for the Midtown Historic District.

B. Administrative Review. A person who is required to obtain a Certificate of Appropriateness shall submit an application to the Director of Planning and Development, hereinafter referred to as Director. Persons desiring to perform work on structures or parcels designated as Historic Landmarks or located within a Historic District are required to contact the Director in order to determine if certificate is required. If the application is for work that will have no effect on exterior architectural details or is one of any number of items that the Landmark Board has designated for action, then the Director shall review the application and issue or deny a Certificate of Appropriateness. Such certificate shall be in addition to all other permits required by the City. If the request is within the Director's jurisdiction and is denied by the Director, the applicant may appeal such decision to the Landmarks Board. Permits required by the City involving items requiring a Certificate of Appropriateness shall not be issued by the City until the Director has issued said certificate, has issued a Certificate of Economic Hardship, or in the event of demolition being refused, the requisite time period has expired. If the Director determines that the application is for action not designated for administrative review, then the Director shall submit the application to the Landmarks Board. The Director may require as a condition of processing the application that the applicant submit information as determined by the Director. The Director shall also have the authority to refer any building or demolition permit application for structures within the Planned Development to the Landmarks Board for the sole purpose of review and comment when, in his opinion, the proposed improvements would have a significant adverse impact on the Midtown Historic District.

C. Landmarks Board Review and Action on Certificates of Appropriateness. Applications for Certificates of Appropriateness must be complete and be received in the Director's office no later than fifteen (15) days prior to a scheduled Landmarks Board meeting. Not less than ten (10) days prior to the hearing Applicant shall post signs on the property being considered indicating the proposed action and the time, date, and place of the hearing. The applicant must comply with standards and procedures provided and approved by the Director of the Planning and Development Department and on file in the City Clerk's office, regarding compliance with this section. The Landmarks Board shall review the application and approve, approve subject to specific conditions, or disapprove the certificate based on the guidelines set forth in this section. If the certificate is denied, no permit for the work shall be issued and the applicant shall not proceed with the work. The Landmarks Board shall state the reasons for denial in writing to the applicant and shall also make suggestions in regard to appropriate changes.

D. Review Criteria. The Landmarks Board in considering whether or not to issue a Certificate of Appropriateness shall be guided by the general purpose of this section and the following:

1. The Secretary of Interior's Standards for Rehabilitation as listed below.
 - a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 - c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 - d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 - e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 - f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 - g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 - h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 - i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
 - j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential

form and integrity of the historic property and its environment would be unimpaired.

2. Any design guidelines or standards that the Landmarks Board may establish and adopt.
 3. For new construction, the Landmarks Board shall also consider the extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent of this section to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of materials, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof.
- F. Work Required to Conform with Certificate of Appropriateness. Work performed pursuant to the issuance of a Certificate shall conform to the requirements of such certificate, if any. The Director of Building Development Services shall inspect from time to time any work performed pursuant to a certificate to assure such compliance. In the event that such work is not in compliance, the Director of Building Development Services shall issue a stop work order. A certificate shall become void unless construction is commenced within one hundred eighty (180) days of date of issue. All City licenses shall be issued on condition that the person owning or occupying the premises will comply with conditions, if any, in the certificate.
- G. Applicant's Action if Application is denied. In the event that a certificate is denied, the applicant may:
1. Not resubmit a denied application without substantial change, but may change the original proposal and resubmit the application within fifteen (15) days of denial by the Landmarks Board; or
 2. Apply for a Certificate of Economic Hardship; or
 3. File an appeal to the Board of Adjustment within fifteen (15) days of the denial by the Landmarks Board.
- H. Certificate of Economic Hardship.
1. Application Procedure. Application for a Certificate of Economic Hardship shall be submitted to the Director of Planning and Development. Applications for Certificates of Economic Hardship must be complete and received in the Director's office no later than fifteen (15) days prior to a scheduled Landmarks Board meeting. Not less than ten (10) days prior to the hearing the applicant shall post signs on the property being considered indicating the proposed action and the time, date and place of the hearing. The applicant must comply with standards and procedures

provided and approved by the Director of the Planning and Development Department and on file in the City Clerk's office, regarding compliance with this section.

2. Review Criteria. The Landmarks Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a Certificate of Economic Hardship make submissions concerning any or all of the following information before it makes a determination on the application:

- a. Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Landmarks Board for changes necessary for the issuance of a Certificate of Appropriateness.
- b. A report from a licensed engineer or architect with experience in recognized historic property rehabilitation, as to the structural soundness of any structures on the property and their suitability for rehabilitation.
- c. A report from a state-certified real estate appraiser as to the estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Landmarks Board.
- d. If the property is income-producing, the annual gross income from the property for the previous two (2) years, itemized operation and maintenance expenses for the previous two (2) years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.
- e. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property.
- f. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years.
- g. Assessed value of the property according to the two (2) most recent assessments.
- h. Real estate taxes for the previous two (2) years.
- i. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.
- j. Amount paid for the property, date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.
- k. Annual debt service, if any, for the previous two years.

- l. Any consideration by the owner as to profitable adaptive uses for the property.
- m. Any other information considered necessary by the Landmarks Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

3. Landmarks Board Review and Action. The Landmarks Board shall review all information and shall either approve, approve subject to conditions, or deny the application for a Certificate of Economic Hardship. If approved, the Director of the Department of Building Development Services will be instructed to issue a building permit for the proposed work unless an appeal of the decision to the Board of Adjustment is filed within fifteen (15) days of the decision. If denied, the applicant shall have the right to appeal the decision to the Board of Adjustment. The Board of Adjustment shall conduct a full and impartial hearing on the matter before rendering a decision. The Board of Adjustment shall apply the same standards as established herein. The Board of Adjustment may affirm, reverse, or modify the decision of the Landmarks Board in whole or in part.

Use Limitations

- A. All uses must operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.
- B. No use may emit an odor that creates a nuisance as determined by Springfield City Code.

Design Requirements

- 1. In the event the removal of trees from the Planned Development would cause the number of trees, six inches or more in diameter and 4.5 feet tall, to fall below (7) seven trees per acre, the following provisions shall apply. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2") in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. A tree survey site plan must be submitted with a zoning application in order to assess this requirement. The life of all planted or saved trees shall be guaranteed and maintained for a period of 5 years or shall be replaced with an equal diameter tree. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2" in diameter throughout the project area

2. There shall be one (1) street/park bench provided within each multi-family development.

Bulk, Area and Height Requirements

- A. Development shall adhere to the following:
 1. A maximum impervious surface ratio of 0.80 shall be permitted.

Intensity of Development

The Planned Development intends to utilize the existing structures located upon the properties within the Planned Development. The Planned Development will allow the construction of another Carriage House along the west boundary of the north property. Such Carriage House may be up to two stories tall with open bays on the first floor for parking of vehicles.

A maximum of eighteen (18) dwelling units per acre may be developed within the Planned Development. A maximum of fourteen (16) guest suites may be operated by the bed and breakfast within the Planned Development.

Access to Public Thoroughfares

The Planned Development will be allowed a maximum of two (2) access points on North Benton Avenue.

Off-street Parking

The Planned Development shall have one (1) parking space for each dwelling unit under 400 sf and shall have one and a half (1.5) parking spaces for every dwelling unit over 400 sf. The second phase of the Planned Development shall have one (1) parking space for each guest suite, office and apartment, and one parking space for every 250 square feet of additional gross floor area within a habitable structure. Provided, however, that the gross floor area of common areas located on a floor with guest rooms or dwelling units shall not be considered for parking requirements.

Signs

All signage shall meet the standards of section 36-454 of the zoning ordinance unless otherwise modified herein:

- A. A monument sign identifying the commercial operation(s) within the Planned Development will be allowed. Such sign shall be restricted to a maximum height of

five (5) feet above the ground and a total of sixteen (16) square feet of effective area on each face.

- B. Two additional detached signs identifying each of the historic buildings shall be allowed to display the historic name, a brief history of the property and the address. These signs shall be no larger than twelve (12) square feet.
- C. No detached sign shall exceed a height of five (5) feet above the ground upon which it is located. Attached signs shall not exceed sixteen (16) square feet of effective area.
- D. Wall signs shall be attached in a manner and in a location that does not obscure significant architectural features of the structure.

Perimeter Treatment

The Planned Development shall adhere to the following:

- A. No buffer yard will be required between the side yards and rear yards as they adjoin parking lots. A minimum 42-inch opaque fence will be required to the rear of the structures to block the headlights of the vehicles entering and leaving the property.
- B. No perimeter buffer will be required along Benton Avenue.

Refuse Storage

Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the district, or upon adjacent properties with consent, where they are least visible from a public right-of-way, other than alleys. Each litter control or refuse device shall be enclosed so that no part of the device is visible from public right-of-ways or adjoining properties. Screening of these devices, in the form of sight-proof fence or wall shall be required.

Exterior Lighting

The Planned Development shall adhere to the following:

Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and /or a general increase in lighting within the adjoining existing residence area. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. The developer shall submit a lighting plan at the time of development demonstrating compliance with this section.

Maintenance of Common Areas and Facilities

There are no proposed Common Areas within the Planned Development.

Final Development Plan

A final development plan, showing conformance with the requirements of this exhibit, shall be approved in the manner described below prior to the issuance of any building permits and prior to the commencement of any improvements permitted or required by this exhibit.

- A. The Administrative Review Committee is hereby authorized to approve the final development plan for the rehabilitation and construction of improvements within the Planned Development provided such plan substantially conforms to the provisions of the ordinance.
 1. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not include any uses not specifically prescribed by the ordinance, any increase in the intensity of uses permitted in the district, and any reduction in the required parking prescribed by the ordinance

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 06-21-16

Sponsored by: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016 - 150

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by
2 rezoning approximately 0.89 acres of property, generally located at 1215
3 and 1225 North Benton Avenue, from a Planned Development No. 348
4 with the Mid-Town Urban Conservation District No. 3 Area E to a Planned
5 Development District No. 348 Amendment 1 with the Mid-Town Urban
6 Conservation District No. 3 Area E; and adopting an updated Official
7 Zoning Map. (Staff and Planning and Zoning Commission recommend
8 approval.)
9 _____

10
11 WHEREAS, an application has been filed for a zoning change of the property
12 described on "Exhibit B," of this Ordinance, generally located at 1215 and 1225 North
13 Benton Avenue, from a Planned Development No. 348 with the Mid-Town Urban
14 Conservation District No.3 Area E, to a Planned Development No. 348 Amendment 1
15 with the Mid-Town Urban Conservation District No. 3 Area E; and
16

17 WHEREAS, following proper notice, a public hearing was held before the
18 Planning and Zoning Commission, a copy of the Record of Proceedings from said public
19 hearing being attached hereto as "Exhibit A," and said Commission made its
20 recommendation; and
21

22 WHEREAS, proper notice was given of a public hearing before the City Council
23 and that said hearing was held in accordance with the law.
24

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

28 Section 1 - The property described on "Exhibit B" of this Ordinance be, and the
29 same hereby is, rezoned from Planned Development District No. 348 with the Mid-Town
30 Urban Conservation District No. 3 Area E, or such zoning district as is designated on
31 the Official Zoning Map adopted by the City Council, to a Planned Development No. 348
32 Amendment 1 with the Mid-Town Urban Conservation District No. 3 Area E; and the
33 Springfield Land Development Code, Section 36-306 thereof, Zoning Maps, is hereby

34 amended, changed and modified accordingly.

35

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

41

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

44

45 Section 4 - This ordinance shall be in full force and effect from and after 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: Achalee T. Wadler, Assistant City Attorney

59

60

61 Approved for Council action: Greg Bennett, City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - 150

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 0.89 acres of property generally located at 1215 and 1225 North Benton Avenue from Planned Development 348 and Mid-Town UCD No. 3 Area E to a Planned Development District No. 348 Amendment 1 and Mid-Town Urban Conservation District No. 3 Area E (Staff and Planning and Zoning Commission recommend approval).

PLANNED DEVELOPMENT DISTRICT NO. 348 AMENDMENT 1

BACKGROUND INFORMATION: The applicant is proposing to rezone the subject property to a Planned Development 348 to add multi-family uses to the existing PD which allows for bed and breakfasts, restaurants, and residential uses on property located at 1215 and 1225 North Benton Avenue within the Mid-Town UCD No. 3 Area E. The requested amendment is only to add multi-family as a permitted use.

RECOMMENDATIONS: The Planning and Zoning Commission held a public hearing on June 9, 2016 and recommended approval, by a vote of 7 to 0, of the proposed zoning on the tracts of land described on the attached sheet (see the attached Record of Proceedings).

FINDINGS FOR STAFF RECOMMENDATION:

1. The Comprehensive Plan and Mid-Town Neighborhood Plan both support the proposed uses.
2. The subject property is within walking and bicycling distance of the Drury and OTC campuses, the downtown area and bus stops. In addition there is a good sidewalk system, greenway and marked bike routes in the area.
3. The Planned Development will allow for the rehabilitation and use of these two properties while preserving the architecturally significant structures and design within the Mid-Town neighborhood.
4. Approval of this application will increase intensity where investments have been made in public services and infrastructure. The proposed expansion will not have a significant impact on the surrounding neighborhood.
5. Supports the following Field Guide 2030 goal(s): Chapter 6, Growth Management and Land Use; Major Goal 4, Develop the community in a sustainable manner; Objectives 4a, Increase density in activity centers and transit corridors; and 4b, Increase mixed-use development areas.

REMARKS: The Planning and Development staff recommends the application be approved.

Submitted by:

Bob Hosmer, AICP
Principal Planner

Reviewed by:

Approved by:



Mary Lilly Smith, Director



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Legal Description
- Exhibit C, Development Review Staff Report
 - Attachment 1, Department Comments
 - Attachment 2, Neighborhood Meeting Summary
 - Attachment 3, Multi-Family Development Design Guidelines

PLANNED DEVELOPMENT 348 AMENDMENT 1 EXHIBITS:

- Exhibit 1, Planned Development Ordinance Text
- Exhibit 2, Preliminary Development Plan

Exhibit A

LEGAL DESCRIPTION
PLANNED DEVELOPMENT 348 AMENDMENT 1

ALL OF LOTS 41, 42 AND THE SOUTH 20 FEET OF LOT 43 IN OZARK LAND COMPANY ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI AND THE EAST HALF OF THE ALLEY WEST OF AND ADJACENT TO SAID LOTS.

Exhibit B

RECORD OF PROCEEDINGS
PLANNED DEVELOPMENT 348 AMENDMENT 1

Planned Development 348 Amendment 1

1215 & 1225 North Benton Avenue

Applicant: Historic Patterson House, LLC

Mr. Hosmer states that this is a request to rezone approximately 0.89 acres of property generally located at 1215 and 1225 North Benton Avenue from Planned Development 348 and Mid-Town UCD No. 3 Area E to a Planned Development District No. 348 Amendment 1 and Mid-Town Urban Conservation District No. 3 Area E.

The applicant is proposing to amend PD 348 to add multi-family uses to the existing PD which currently allows for bed and breakfasts, restaurants, and residential uses. The Growth Management and Land Use Plan element of the Comprehensive Plan designates this area as appropriate for medium or high density housing uses. There are two existing structures on the property which are identified as contributing to the Mid-Town National Register Historic District. The Mid-Town Plan states that any institutional expansion in this area should utilize and preserve contributing structures. The PD will allow for the rehabilitation and use of these two properties while preserving the architecturally significant structures and design within the Mid-Town neighborhood. This proposal required a Multi-Family Location and Design Guidelines assessment. The request is consistent with the Multi-Family Development Location and Design Guidelines. Should either the Hawkins House or the Patterson House, or both, be damaged by fire or natural disaster then: 1) Restore to original plans or if it is not possible to repair or rebuild property shall revert to single family and multi-family residential uses. 2) All new construction of multi-family buildings shall meet the Multi-Family Development Location and Design Guidelines. Staff recommends approval.

Mr. Ray opened the public hearing.

Mike Textor, 1215 N. Benton Avenue would have like to use the bed and breakfast concept, however the cost is not feasible at this time and now wants to use and preserve the historic character by allowing multi-family use. We believe it is consistent with appropriate plans and looking forward to moving ahead.

Mr. Ray closed the public hearing.

COMMISSION ACTION:

Mr. Cline motions that we approve Planned Development 348 Amendment 1 (1215 & 1225 North Benton Avenue). Ms. Cox seconded the motion. The motion carried as follows: Ayes: Ray, Doennig, Cline, Cox, Coltrin, Ogilvy, and Rose. Nays: None. Abstain: Shuler (recused himself). Absent: Edwards.

Bob Hosmer, AICP
Principal Planner

Exhibit C

Development Review Staff Report

Planning & Development - 417/864-1031

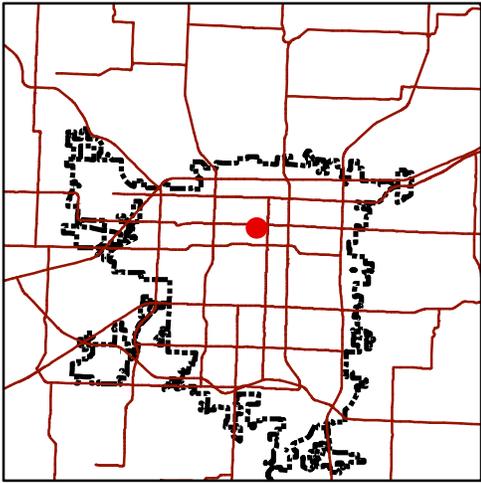
840 Boonville - Springfield, Missouri 65802

Planned Development 348 Amendment 1

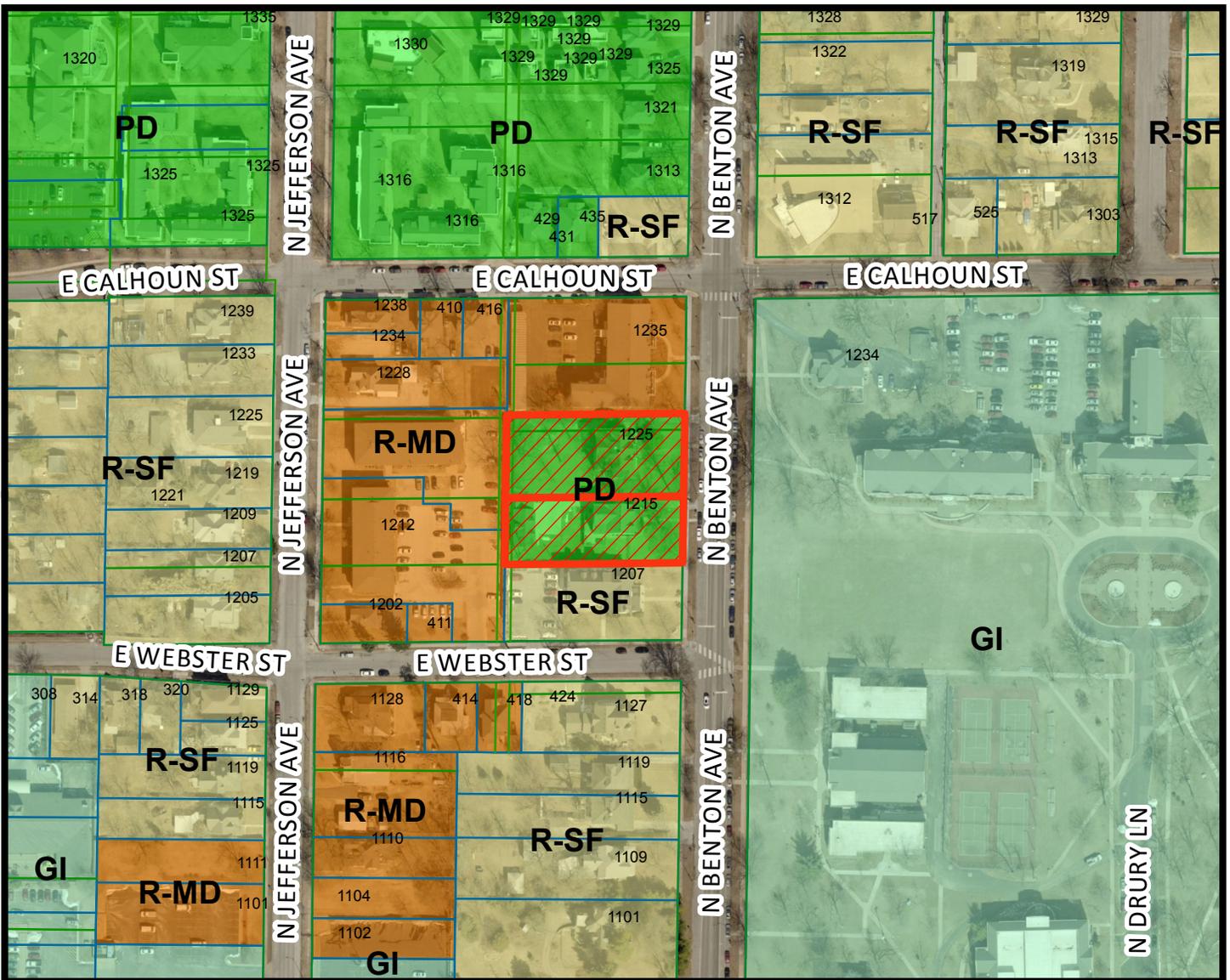
LOCATION: 1215 and 1225 North Benton Ave.

CURRENT ZONING: Planned Development 348 UCD#3 Area E

PROPOSED ZONING: Planned Development 348 Amendment 1 UCD#3 Area E



LOCATION SKETCH



- Area of Proposal



1 inch = 200 feet

DEVELOPMENT REVIEW STAFF REPORT
PLANNED DEVELOPMENT 348 AMENDMENT 1

PURPOSE: To rezone approximately 0.89 acres of property generally located at 1215 and 1225 North Benton Avenue from Planned Development 348 and Mid-Town UCD No. 3 Area E to a Planned Development District No. 348 Amendment 1 and Mid-Town Urban Conservation District No. 3 Area E to add multi-family uses.

DATE: May 20, 2016

LOCATION: 1215 and 1225 North Benton Avenue

APPLICANT: Mike and Hannah Textor

TRACT SIZE: Approximately 0.89 acres

EXISTING USE: Two vacant residential homes

PROPOSED USE: Bed and breakfast, restaurant, residential and multi-family uses

FINDINGS FOR STAFF RECOMMENDATION:

1. The applicant is requesting to add multi-family uses to the existing Planned Development which currently allows for bed and breakfasts, restaurants, and residential uses.
2. The *Growth Management and Land Use* element of the Comprehensive Plan designates this area as Medium or High Density Housing.
3. The planned development is within the Mid-Town Neighborhood Plan which was updated on April 2, 2001. The Plan identifies these two properties as contributing to the Mid-Town National Register Historic District. The Plan states that any institutional expansion in this area should utilize and preserve contributing structures.
4. The Planned Development will allow for the rehabilitation and use of these two properties while preserving the architecturally significant structures and design within the Mid-Town neighborhood.
5. A Traffic Study is not required based on the proposed uses. Benton Avenue is classified as a secondary arterial which is appropriate for the intensity of the proposed uses.
6. The subject property is within walking and bicycling distance of the Drury and OTC campuses, the downtown area and bus stops. In addition there is a good sidewalk system, greenway and marked bike routes in the area.
7. The planned development will mitigate the potential impact between the permitted uses and the adjacent apartment by retaining a wood fence between the apartment property parking lot to the west as outlined in Exhibit 1 and

Exhibit 2. The proposed expansion will not have a significant impact on the surrounding neighborhood.

RECOMMENDATION:

Staff recommends **approval** of this request.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-MD	Apartments
East	GI	Drury University
South	R-SF	Drury University
West	R-MD	Apartments

HISTORY:

The Planning and Zoning Commission held a public hearing on April 9, 2014 and the City Council approved General Ordinance No. 6194 for a Planned Development 348 District zoning on May 11, 2015.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use* element of the Comprehensive Plan designates this area as Medium or High Density Housing. The planned development is within the Mid-Town Neighborhood Plan which was updated on April 2, 2001. The Plan identifies these two properties within the Mid-Town Historic District as contributing to the Mid-Town National Register Historic District.

STAFF COMMENTS:

1. The proposed amendment will allow for multi-family residential uses.
2. The Comprehensive Plan and Mid-Town Neighborhood Plan both support the proposed uses.
3. The *Growth Management and Land Use* element of the Comprehensive Plan designates this area as Medium or High Density Housing. This area is also within proximity to the Comprehensive Plan designated Center City Activity Center (Downtown, Drury University/OTC) which is a major mixed-use activity center. The Comprehensive Plan states that activity centers will vary from one to another, but each should include, at a minimum, retail and office buildings and, ideally, multi-family housing, restaurants, and hotels, entertainment, and community facilities such as churches, public agencies, libraries, parks, etc. Activity Centers are the preferred development pattern to encourage infill growth by using existing

infrastructure where the City has already constructed the necessary services and facilities to accommodate growth.

4. The Planned Development will allow for the rehabilitation and use of these two properties while preserving the architecturally significant structures and design within the Mid-Town neighborhood. The Planned Development is written with similar language as the UCD Area A requirements while allowing for the bed and breakfast and restaurant use while preserving the contributing historic structures. The Planned Development will be the underlying zoning district while keeping the UCD No 3 Area E designation. The Area E is a reserve area that does not have any UCD requirements other than requiring Mid-Town Neighborhood Association notification of proposed changes through the Administrative Review Committee (ARC) process.
5. Approval of this application will facilitate redevelopment of these properties and promote infill development and increased intensity where investments have already been made in public services and infrastructure.
6. The Planned Development will be the underlying zoning district while keeping the UCD No 3 Area E designation overlay district.
7. This proposal did require a Multi-Family Location and Design Guidelines assessment. The request is consistent with the Multi-Family Development Location and Design Guidelines as approved by the Planning and Zoning Commission and City Council (see attachment 3).

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on April 19, 2016. A summary of the meeting is attached (Attachment 2).

PUBLIC COMMENT:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Twenty-eight (28) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request. Staff has received no objections to date.

CITY COUNCIL MEETING: June 27, 2016

STAFF CONTACT PERSON:

Bob Hosmer, AICP
Principal Planner
864-1834

ATTACHMENT 1
DEPARTMENT COMMENTS
PLANNED DEVELOPMENT 348 AMENDMENT 1

TRAFFIC DIVISION COMMENTS:

The Transportation Plan classifies Benton Avenue as a secondary arterial roadway. The standard right of way width for Benton Avenue is 35 feet from the centerline (total of 70 feet full street right of way). This is a City maintained street. The most recent traffic count on Benton Avenue in this approximate location is 4,528 vehicles per day. There are two existing driveway access points on Benton Avenue along the property in this zoning case. Existing right of way appears to be adequate. A survey is recommended to verify existing right of way. Sidewalk exists along Benton Avenue. The driveways do not meet existing city standards and will be addressed at building plan review submittal. On-street parking is allowed along the adjacent streets. There is no greenway trail in the area and no bus stops along this block of Benton Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. There are no proposed improvements along Benton Avenue.

Public Works Traffic Division	Response
Street classification	Secondary Arterial
On-street parking along streets	Yes
Trip generation - existing use	180
Trip generation proposed use	180
Existing street right of way widths	Appears to be 85 feet. A survey is recommended to verify.
Standard right of way widths	70 feet
Traffic study submitted	Not required
Proposed street improvements	None

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues with rezoning to Planned Development

STORMWATER COMMENTS:

The property is located in the Jordan Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention is required according to Chapter 96. Buyout in lieu of on-site stormwater detention may be an option. Since the project will be disturbing less than one (1) acre there will not be a land disturbance permit required. There is not an existing stormwater system available for this development to discharge into. There are no sinkholes on the proposed property.

Please note that development (or re-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 requirements.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Jordan Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	Maybe

SANITARY SERVICES COMMENTS:

No objections to rezoning however, a sewer easement will need to be recorded along the west property line before final approval.

CITY UTILITIES COMMENTS:

No objection to PD concept.

Michael and Hannah Textor
1215 N. Benton Ave, Springfield, MO 65802
Phone: (417) 865-1000

Date: April 8, 2016

Re: Proposed Zoning Amendment of 1215 and 1225 N. Benton

Michael and Hannah Textor, through Historic Patterson House LLC, are owners of the Patterson House, at 1225 North Benton Ave and the adjacent property at 1215 N. Benton Ave. Last year the properties were put into a Planned Development. The proposed amendment would restore the historic Residential-Medium Density use within the Planned Development.

The Patterson House has been apartments since 1939 and was zoned Residential-Medium Density until the Planned Development rezoning last year. We still intend to save and rehabilitate both historic structures within the current footprint.

You are invited to a meeting to view drawings of the Planned Development, to discuss the plans and any concerns you may have about this process. The meeting will take place Tuesday, April 19, 4:00 PM at 1215 N. Benton Ave.

Sincerely,

Mike and Hannah Textor

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: PD348 to PD348a (adding R-MD)
(existing zoning) (proposed zoning)
2. Meeting Date & Time: April 19, 2016 4:00 pm
3. Meeting Location: 1215 N. Benton Ave, Spfd MO 65802
4. Number of invitations that were sent: 99
5. How was the mailing list generated: obtained from City P&Z staff
6. Number of neighbors in attendance (attach a sign-in sheet): 5
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all of the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

No negative comments. People are excited to see the properties put into use.

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

None

I, Michael Texter (print name), attest that the neighborhood meeting was held on 4/19/2016 (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

Michael Texter
Printed name of person completing affidavit

Planned Development District 348 Amended
Sign-in sheet
Neighborhood Meeting, 1215 N. Benton
April 19, 2016
4:00 PM

	Name	Address
1.	Michael Textor	- Developer - Historic Patterson House
2.	STEVE WIFMER	1101 N BENTON SPRINGFIELD 65802
3.	PETE RADECKI	1215 N BENTON " "
		(FORMER)
4.	SHELLA RADECKI	1215 N BENTON " "
		(FORMER)
5.	Connie Petrich	1127 N Benton Ave Springfield MO 65802
6.		
7.		
8.		
9.		
10.		
11.		
12.		

ATTACHMENT 3
MULTI FAMILY DEVELOPMENT LOCATION AND DESIGN GUIDELINES
ASSESSMENT FOR PLANNED DEVELOPMENT 348 AMENDMENT 1

According to the Multi-Family Location and Design Assessment Matrix, the proposed development has attained 11 points, thus permitting a housing density of 18-20 dwelling units/acre. The applicant is requesting 18 units per acre which equates to approximately 16 dwelling units for the 0.89 acres of property. Below is an analysis of the five categories used to calculate the Matrix score.

A. Land Use Accessibility (3/3 points)

Three points were given for land use accessibility. One point each was given for neighborhood retail, public school, hospital and public library within the 1/4 and 1/2 assessment area.

B. Connectivity Analysis (2/5 points)

Two out of a maximum of five points were given for connectivity analysis.

C. Road Network Evaluation (2/2 points)

A maximum of two points were given for the road network evaluation.

D. Design Guidelines (6/6 points)

Six points were given for design guideline criteria. Below are some of the design considerations that have been incorporated into the proposed development.

1. Pedestrian Amenities - Pedestrian amenities shall include benches placed near walkways at appropriate locations throughout the development. Pedestrian-scale lighting shall be provided within the development lighting sources or luminaries that do have a cutoff shall not exceed a maximum of 30 feet in height. All lighting shall be glare-free and shielded from the sky and adjacent residential properties and structures, either through external shields or through optics within the fixture. A site lighting and photometric plan shall be submitted conforming to these requirements for building permits.
2. Building Scale and Articulation - Street facing walls that are greater than 50 feet in length shall be articulated at least each 25 feet with bays, projections or recesses. Articulation means a difference in the vertical plane of the building at least 18 inches or more. This project shall be in compliance with the attached site plan and elevations
3. Building Orientation and Interior Landscaping - Building orientation shall address the Streets and building alignments per submitted site plan. Landscaping and open spaces shown shall be provided with approved ground cover and/or plantings per required city ordinances and zoning requirements. Landscaping islands with plantings shall be located

throughout the parking lot. A landscaping plan shall be submitted conforming to these requirements for building permits.

4. Avoidance of Blank Walls along pedestrian circulation areas - Facades that face public streets or connecting pedestrian frontage that are greater than 25 feet in length shall be subdivided and proportioned using at least one or more of the following features windows, entrances, arcades, arbors, awning (over windows or doors), distributed along the façade at least once every 25 feet. This project shall be in conformance with the attached site plan and elevations
5. Internal Connectivity – Internal sidewalks shall connect internally and to the public sidewalk system in accordance to the attached site plan.
6. Useable Recreational Area/Facility – Benches will be located throughout the common areas providing for useable tenant amenities. A minimum of 15% usable open space shall be provided in accordance with the attached site plan.
7. Preservation of Trees –All existing trees of 6” caliper or greater shall be preserved or replaced with 2-inch caliper trees in accordance with the attached site plan and the city ordinance.

Maximum density (du/acre) shall not exceed maximum 18 units per acre for PD 348 Amendment 1 zoning as indicated on the attached site plan.

If it is not possible to repair or rebuild the existing structures in a manner that complies with the requirements of the Exhibit 1 and 2, the use of the property shall revert to single family and multi-family residential uses. However, all new construction of multi-family buildings shall meet the Multi-Family Development Location and Design Guidelines. Bufferyard and landscaping requirements for the existing parking lot shall be in substantial conformance with Exhibit 2. If the site is completely redeveloped then the current bufferyard and landscaping requirements at the time of development will have to be met for parking and other site developments.

EXHIBIT 1

Requirements and Standards Applicable to Planned Development District 348 Amendment 1

Introduction

This planned development will facilitate the historic rehabilitation of the two primary historic buildings located on adjacent properties in the heart of Springfield, Missouri, and their initial development with their historic uses of single family and multi-family residential, with potential future development into an Inn and restaurant, following the guidelines promulgated by the United States Secretary of the Interior for the Rehabilitation of Historic Properties. The south property, hereinafter referred to as the “Hawkins House”, is located at 1215 North Benton and totals approximately 0.39 acres. The north property, hereinafter referred to as the “Patterson House”, is located at 1225 North Benton and totals approximately 0.51 acres. The two properties make up the entirety of the Planned Development.

Background

Both the Patterson House and the Hawkins House are located within the Mid-town Historic District and are identified as contributing to the District on the National Historic Registry.

The Patterson House, constructed between 1900 and 1904, was originally designed as a single-family residence. In 1939, the home was converted into apartments. The Hawkins House, built in 1907, was originally designed as a single-family residence. Over time, the property was converted from a single-family residence into medium density housing utilized by the Sigma Pi fraternity at Drury University. More recently, the Hawkins House was converted back into a single-family residence and a one-and-a-half story carriage house was constructed on the northwest corner of the lot. In total, there are three building structures currently located within the Planned Development. Both the Hawkins House and the Patterson House are identified as contributing to the Mid-Town Historic District.

Application

Building permits for any currently allowed use can be issued at any time. Otherwise, building or other permits cannot be issued for development permitted by this planned development, until the final development plan is approved in the manner described at the end of this document.

Intent

The intent of this Planned Development is set forth in the Introduction and Background sections above and shall conform to the Landmarks requirements set forth herein.

Definitions

The definitions contained in the City of Springfield, Missouri Zoning Ordinance apply except where terms are defined in this section or in the Uses Permitted section below.

For the purposes of this ordinance, the following definitions shall apply:

BED AND BREAKFAST: A dwelling, or portion thereof, that contains guest rooms where short-term lodging, with or without meals, is provided for compensation.

FLOOR AREA GROSS: The sum of the gross horizontal areas of the several floors of a building measured from the exterior face of the exterior walls, but not including parking or loading spaces for motor vehicles. The gross area shall include public or common areas such as public toilets, corridors, stairwells, elevators, machine and equipment rooms, and lobbies. It shall also include all outdoor areas devoted to retail sales, storage or other activities incidental to the building.

IMPERVIOUS SURFACE AREA (ISR): The portion of the site covered by surfaces which do not absorb rainwater, including buildings, roads, sidewalks, patios, parking areas and any other paved area.

$$\text{ISR} = \frac{\text{AREA COVERED BY IMPERVIOUS SURFACES}}{\text{TOTAL SITE AREA}}$$

Uses Permitted

- A. The following uses shall be permitted in the Planned Development:
1. Single-family detached dwellings
 2. Multi-family, R-LD uses.
 3. Accessory Uses as permitted in section 36-350, accessory structures and uses.
- B. The following commercial and multi-family uses shall be permitted within the Planned Development:

1. Eating and Drinking Establishments Use Group. Establishments primarily engaged in the sale of prepared foods and/or beverages for on-premise consumption. Typical uses include restaurants and coffee shops. Drive-up windows, Drive-in and drive thru facilities are NOT allowed.
2. Bed and Breakfasts. Establishments providing lodging available to the public on a daily basis. Typical uses include bed and breakfasts and activities normally accessory thereto such as incidental retail sales, offices, restaurants, bars, spa services, art sales and recreation facilities intended for the convenience of guests.
3. The carriage house on the south lot may have an apartment and offices incidental to the operation of the Bed and Breakfast and Restaurant. The carriage house may also be used as guest suites or as a kitchen incidental to the operation of the restaurant. For the initial phase of this planned development the carriage house will be a garage.
4. R-LD, multi-family apartments shall be allowed.
5. Accessory uses as permitted by section 36-350. Accessory structures and uses.
6. Should either the Hawkins House or the Patterson House, or both, be damaged by fire or natural disaster then:
 - a. The structure(s) shall be restored to maintain their significant features consistent with the most recent rehabilitation plans approved by the State Historic Preservation Office; or
 - b. The structures shall be completely rebuilt to their original plans; or
 - c. If it is not possible to repair or rebuild in a manner that complies with these requirements, the use of the property shall revert to single family and multi-family residential uses.
7. All new construction of multi-family buildings, per 6 (c) above, shall meet the Multi-Family Development Location and Design Guidelines. Bufferyard and landscaping requirements for the existing parking lot shall be in substantial conformance with Exhibit 2. If the site is completely redeveloped then the current bufferyard and landscaping requirements at the time of development will have to be met for parking and other site developments.

Historic District and Landmarks Compliance

- A. The Landmarks Board, in 2015, approved the proposed exterior modifications to the historic structures. The initial phase of single and multi-family residential eliminates the previously-proposed addition to the Hawkins House. Because the initial phase uses the properties for their historic purposes, rehabilitates and preserves the existing exterior structures without any material change to the exterior appearance of existing structures, and reduces the parking and driveway area from the previously approved design, no further review by the Landmarks Board is required. All modifications and uses of Contributing Buildings within the Planned Development shall retain the historic character of the existing structure. Additionally, the goals of historic rehabilitation shall be met and any exterior modification to the property must be consistent with the Secretary of Interior's Standards for Rehabilitation. A Certificate of Appropriateness shall be required in the following instances before the commencement of exterior work upon any new or existing structure or outside work within the Planned Development except for ordinary maintenance and repair:
1. Any construction, alteration, or removal affecting the exterior of a site or structure that requires a building or demolition permit from the City of Springfield including but not limited to the construction of new structures;
 2. A material change to the exterior appearance of existing structures including but not limited to additions, reconstruction or alterations, which affects a significant exterior feature of a structure as specified in the materials attached to the ordinance designating the properties in this Planned Development as contributing to the Midtown Historic District.
 3. Any action resulting in the application of paint to a previously unpainted brick or masonry exterior surface or the application of stucco or siding;
 4. The construction or enlargement of a driveway or parking area or erection of fencing;
 5. Work by the City of Springfield or any of its agencies or departments which would require a Certificate of Appropriateness if undertaken by a private citizen and any Public Improvement Project, which, in the opinion of the Director of Planning and Development would affect the Midtown Historic District.
 6. The placement or construction of any building one hundred (100) square feet or less in size within the Planned Development, with the exception of gazebos, pergolas, and green houses, and structures associated with the temporary use of street festivals so long as said structures are removed at the expiration of the

applicable use permit issued by the Director of Building Development Services;
and

7. A material change to the interior appearance of existing structures, including but not limited to additions, reconstruction, or alterations, if a significant interior feature of a structure was listed in the nomination for the Midtown Historic District.

B. Administrative Review. A person who is required to obtain a Certificate of Appropriateness shall submit an application to the Director of Planning and Development, hereinafter referred to as Director. Persons desiring to perform work on structures or parcels designated as Historic Landmarks or located within a Historic District are required to contact the Director in order to determine if certificate is required. If the application is for work that will have no effect on exterior architectural details or is one of any number of items that the Landmark Board has designated for action, then the Director shall review the application and issue or deny a Certificate of Appropriateness. Such certificate shall be in addition to all other permits required by the City. If the request is within the Director's jurisdiction and is denied by the Director, the applicant may appeal such decision to the Landmarks Board. Permits required by the City involving items requiring a Certificate of Appropriateness shall not be issued by the City until the Director has issued said certificate, has issued a Certificate of Economic Hardship, or in the event of demolition being refused, the requisite time period has expired. If the Director determines that the application is for action not designated for administrative review, then the Director shall submit the application to the Landmarks Board. The Director may require as a condition of processing the application that the applicant submit information as determined by the Director. The Director shall also have the authority to refer any building or demolition permit application for structures within the Planned Development to the Landmarks Board for the sole purpose of review and comment when, in his opinion, the proposed improvements would have a significant adverse impact on the Midtown Historic District.

C. Landmarks Board Review and Action on Certificates of Appropriateness. Applications for Certificates of Appropriateness must be complete and be received in the Director's office no later than fifteen (15) days prior to a scheduled Landmarks Board meeting. Not less than ten (10) days prior to the hearing Applicant shall post signs on the property being considered indicating the proposed action and the time, date, and place of the hearing. The applicant must comply with standards and procedures provided and approved by the Director of the Planning and Development Department and on file in the City Clerk's office, regarding compliance with this section. The Landmarks Board shall review the application and approve, approve subject to specific conditions, or disapprove the certificate based on the guidelines set forth in this section. If the certificate is denied, no permit for the work shall be

issued and the applicant shall not proceed with the work. The Landmarks Board shall state the reasons for denial in writing to the applicant and shall also make suggestions in regard to appropriate changes.

D. Review Criteria. The Landmarks Board in considering whether or not to issue a Certificate of Appropriateness shall be guided by the general purpose of this section and the following:

1. The Secretary of Interior's Standards for Rehabilitation as listed below.
 - a. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.
 - b. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.
 - c. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
 - d. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
 - e. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.
 - f. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.
 - g. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.
 - h. Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
 - i. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the

massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

- j. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.
2. Any design guidelines or standards that the Landmarks Board may establish and adopt.
 3. For new construction, the Landmarks Board shall also consider the extent to which the building or structure would be harmonious with or incongruous to the old and historic aspects of the surroundings. It is not the intent of this section to discourage contemporary architectural expression or to encourage the emulation of existing buildings or structures of historic or architectural interest in specific detail. Harmony or incompatibility shall be evaluated in terms of the appropriateness of materials, scale, size, height, and placement of a new building or structure in relationship to existing buildings and structures and to the setting thereof.
- F. Work Required to Conform with Certificate of Appropriateness. Work performed pursuant to the issuance of a Certificate shall conform to the requirements of such certificate, if any. The Director of Building Development Services shall inspect from time to time any work performed pursuant to a certificate to assure such compliance. In the event that such work is not in compliance, the Director of Building Development Services shall issue a stop work order. A certificate shall become void unless construction is commenced within one hundred eighty (180) days of date of issue. All City licenses shall be issued on condition that the person owning or occupying the premises will comply with conditions, if any, in the certificate.
- G. Applicant's Action if Application is denied. In the event that a certificate is denied, the applicant may:
1. Not resubmit a denied application without substantial change, but may change the original proposal and resubmit the application within fifteen (15) days of denial by the Landmarks Board; or
 2. Apply for a Certificate of Economic Hardship; or
 3. File an appeal to the Board of Adjustment within fifteen (15) days of the denial by the Landmarks Board.
- H. Certificate of Economic Hardship.
1. Application Procedure. Application for a Certificate of Economic Hardship shall be submitted to the Director of Planning and Development. Applications for

Certificates of Economic Hardship must be complete and received in the Director's office no later than fifteen (15) days prior to a scheduled Landmarks Board meeting. Not less than ten (10) days prior to the hearing the applicant shall post signs on the property being considered indicating the proposed action and the time, date and place of the hearing. The applicant must comply with standards and procedures provided and approved by the Director of the Planning and Development Department and on file in the City Clerk's office, regarding compliance with this section.

2. Review Criteria. The Landmarks Board will review the application at a public hearing and may solicit expert testimony or require that the applicant for a Certificate of Economic Hardship make submissions concerning any or all of the following information before it makes a determination on the application:

- a. Estimate of the cost of the proposed construction, alteration, demolition, or removal and an estimate of any additional cost that would be incurred to comply with the recommendations of the Landmarks Board for changes necessary for the issuance of a Certificate of Appropriateness.
- b. A report from a licensed engineer or architect with experience in recognized historic property rehabilitation, as to the structural soundness of any structures on the property and their suitability for rehabilitation.
- c. A report from a state-certified real estate appraiser as to the estimated market value of the property in its current condition, after completion of the proposed construction, alteration, demolition or removal, after any changes recommended by the Landmarks Board.
- d. If the property is income-producing, the annual gross income from the property for the previous two (2) years, itemized operation and maintenance expenses for the previous two (2) years, and depreciation deduction and annual cash flow before and after debt service, if any, during the same period.
- e. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property.
- f. Any listing of the property for sale or rent, price asked and offers received, if any, within the previous two (2) years.
- g. Assessed value of the property according to the two (2) most recent assessments.
- h. Real estate taxes for the previous two (2) years.
- i. Form of ownership or operation of the property, whether sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other.

- j. Amount paid for the property, date of purchase, and the party from whom purchased, including a description of the relationship, if any, between the owner of record or applicant and the person from whom the property was purchased, and any terms of financing between the seller and buyer.
- k. Annual debt service, if any, for the previous two years.
- l. Any consideration by the owner as to profitable adaptive uses for the property.
- m. Any other information considered necessary by the Landmarks Board to a determination as to whether the property does yield or may yield a reasonable return to the owners.

3. Landmarks Board Review and Action. The Landmarks Board shall review all information and shall either approve, approve subject to conditions, or deny the application for a Certificate of Economic Hardship. If approved, the Director of the Department of Building Development Services will be instructed to issue a building permit for the proposed work unless an appeal of the decision to the Board of Adjustment is filed within fifteen (15) days of the decision. If denied, the applicant shall have the right to appeal the decision to the Board of Adjustment. The Board of Adjustment shall conduct a full and impartial hearing on the matter before rendering a decision. The Board of Adjustment shall apply the same standards as established herein. The Board of Adjustment may affirm, reverse, or modify the decision of the Landmarks Board in whole or in part.

Use Limitations

- A. All uses must operate in accordance with the noise standards contained in Section 36-485 of the Springfield Zoning Ordinance.
- B. No use may emit an odor that creates a nuisance as determined by Springfield City Code.

Design Requirements

- 1. In the event the removal of trees from the Planned Development would cause the number of trees, six inches or more in diameter and 4.5 feet tall, to fall below (7) seven trees per acre, the following provisions shall apply. A tree six inches or greater in diameter measured 4 1/2 feet above ground must be preserved or replaced with a tree of at least two inches (2") in diameter—for a maximum total of 7 trees per acre. Trees meeting the landscape requirements in the zoning ordinance may be counted toward this requirement. A tree survey site plan must be submitted with a zoning application in order to assess this requirement. The

life of all planted or saved trees shall be guaranteed and maintained for a period of 5 years or shall be replaced with an equal diameter tree. If this is not possible then the total diameter of trees at the time they are lost shall be replaced with an equal diameter amount of trees with no less than 2" in diameter throughout the project area

2. There shall be one (1) street/park bench provided within each multi-family development.

Bulk, Area and Height Requirements

A. Development shall adhere to the following:

1. A maximum impervious surface ratio of 0.80 shall be permitted.

Intensity of Development

The Planned Development intends to utilize the existing structures located upon the properties within the Planned Development. The Planned Development will allow the construction of another Carriage House along the west boundary of the north property. Such Carriage House may be up to two stories tall with open bays on the first floor for parking of vehicles.

A maximum of eighteen (18) dwelling units per acre may be developed within the Planned Development. A maximum of fourteen (16) guest suites may be operated by the bed and breakfast within the Planned Development.

Access to Public Thoroughfares

The Planned Development will be allowed a maximum of two (2) access points on North Benton Avenue.

Off-street Parking

The Planned Development shall have one (1) parking space for each dwelling unit under 400 sf and shall have one and a half (1.5) parking spaces for every dwelling unit over 400 sf. The second phase of the Planned Development shall have one (1) parking space for each guest suite, office and apartment, and one parking space for every 250 square feet of additional gross floor area within a habitable structure. Provided, however, that the gross floor area of common areas located on a floor with guest rooms or dwelling units shall not be considered for parking requirements.

Signs

All signage shall meet the standards of section 36-454 of the zoning ordinance unless otherwise modified herein:

- A. A monument sign identifying the commercial operation(s) within the Planned Development will be allowed. Such sign shall be restricted to a maximum height of five (5) feet above the ground and a total of sixteen (16) square feet of effective area on each face.
- B. Two additional detached signs identifying each of the historic buildings shall be allowed to display the historic name, a brief history of the property and the address. These signs shall be no larger than twelve (12) square feet.
- C. No detached sign shall exceed a height of five (5) feet above the ground upon which it is located. Attached signs shall not exceed sixteen (16) square feet of effective area.
- D. Wall signs shall be attached in a manner and in a location that does not obscure significant architectural features of the structure.

Perimeter Treatment

The Planned Development shall adhere to the following:

- A. No buffer yard will be required between the side yards and rear yards as they adjoin parking lots. A minimum 42-inch opaque fence will be required to the rear of the structures to block the headlights of the vehicles entering and leaving the property.
- B. No perimeter buffer will be required along Benton Avenue.

Refuse Storage

Waste cans, dumpster units, or other forms of litter control and refuse disposal devices shall be placed within the district, or upon adjacent properties with consent, where they are least visible from a public right-of-way, other than alleys. Each litter control or refuse device shall be enclosed so that it no part of the device is visible from public right-of-ways or adjoining properties. Screening of these devices, in the form of sight-proof fence or wall shall be required.

Exterior Lighting

The Planned Development shall adhere to the following:

Exterior lighting shall be designed, located and constructed to eliminate or significantly reduce glare and /or a general increase in lighting within the adjoining existing residence area. Lighting sources or luminaries that do not have a cutoff and are used in parking lots and pedestrian ways shall not exceed a maximum of 15 feet in height. Lighting sources or luminaries that do have a cutoff shall not exceed a maximum 30 feet in height. The developer shall submit a lighting plan at the time of development demonstrating compliance with this section.

Maintenance of Common Areas and Facilities

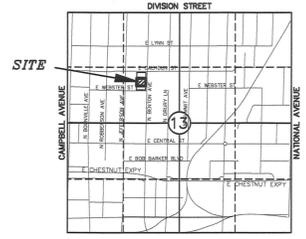
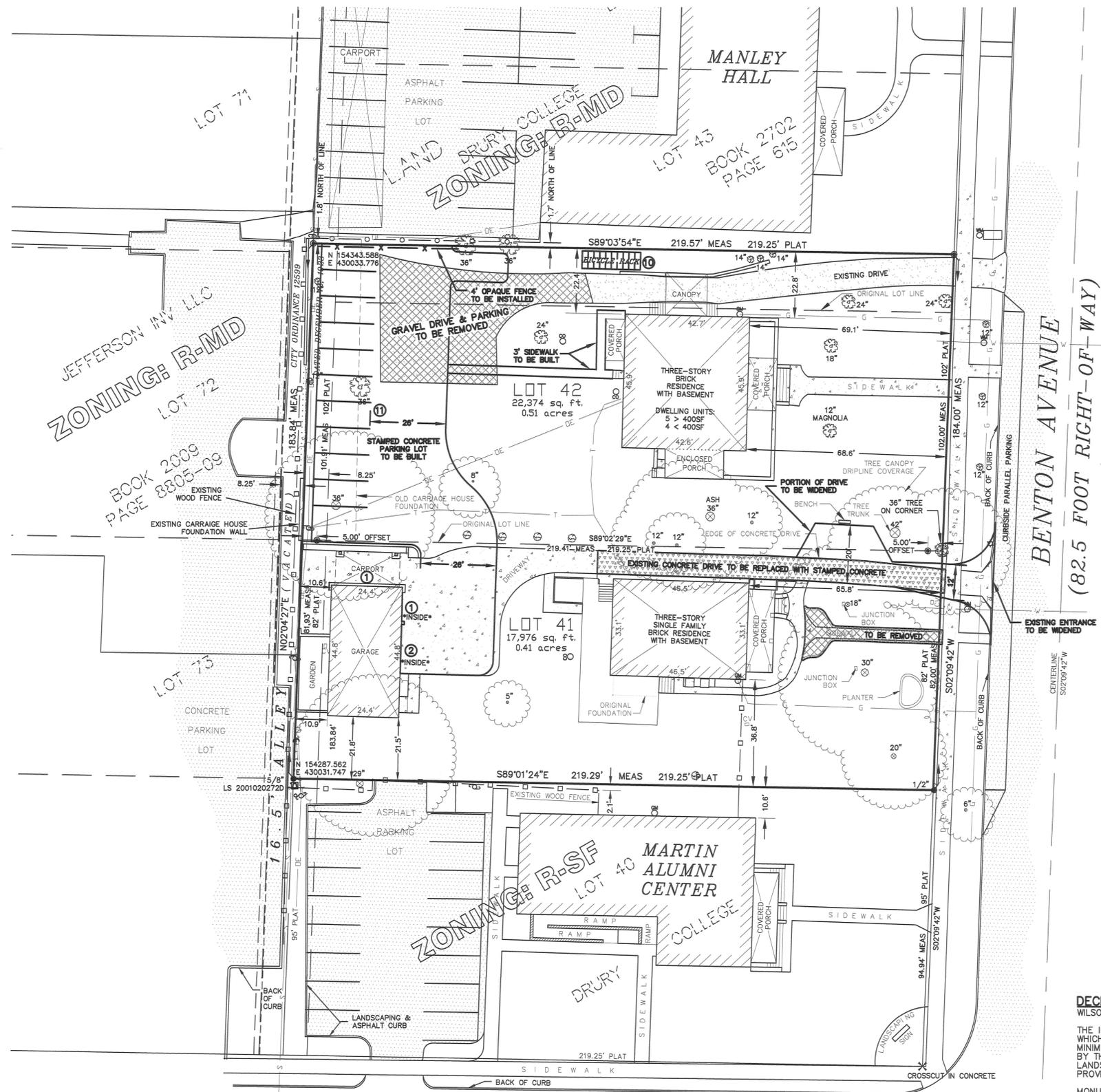
There are no proposed Common Areas within the Planned Development.

Final Development Plan

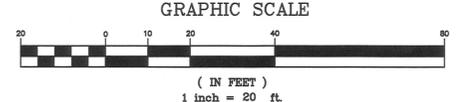
A final development plan, showing conformance with the requirements of this exhibit, shall be approved in the manner described below prior to the issuance of any building permits and prior to the commencement of any improvements permitted or required by this exhibit.

- A. The Administrative Review Committee is hereby authorized to approve the final development plan for the rehabilitation and construction of improvements within the Planned Development provided such plan substantially conforms to the provisions of the ordinance.
 1. The Administrative Review Committee is hereby authorized, at its discretion, to approve minor adjustments and modifications to the site plan. Such authority shall not include any uses not specifically prescribed by the ordinance, any increase in the intensity of uses permitted in the district, and any reduction in the required parking prescribed by the ordinance

SITE PLAN EXHIBIT 2



GRID NORTH
MISSOURI STATE
PLANE
CENTRAL ZONE
NAD83



PARKING NOTE
10 BICYCLE PARKING SPACES
15 VEHICLE PARKING SPACES (TYP: 9'x18.5')

- LEGEND**
- = EXISTING IRON PIN EXCEPT AS NOTED
 - ⊙ = 5/8" IRON PIN SET CAPPED "LS-267D"
 - ✕ = CROSSCUT IN CONCRETE
 - ☐ = CLEANOUT
 - ☐ = TELEPHONE RISER
 - ⊙ = TREE TRUNK
 - ⊙ = DECIDUOUS TREE
 - ⊙ = POWER POLE
 - ⊙ = LIGHT POLE
 - ⊙ = GAS METER
 - ⊙ = WATER METER
 - ⊙ = CONTROL VALVE
 - ⊙ = CHAIN-LINK FENCE
 - ⊙ = WOOD FENCE
 - ⊙ = OPAQUE FENCE TO BE INSTALLED
 - ⊙ = SANITARY SEWER LINE
 - ⊙ = OVERHEAD ELECTRIC LINE
 - ⊙ = GAS LINE
 - ⊙ = WATER LINE
 - ⊙ = TELEPHONE LINE
 - ⊙ = TREE DRIP LINE
 - ⊙ = ASPHALT
 - ⊙ = CONCRETE
 - ⊙ = GRAVEL
 - ⊙ = TO BE REMOVED
 - ⊙ = TO BE REPLACED WITH STAMPED CONCRETE

RESOURCE MATERIALS USED FOR BOUNDARY DETERMINATION

- ZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD FINAL PLAT
- SURVEY BY L.A. WEEKS DATED OCTOBER 21, 1953
- SURVEY BY WILSON SURVEYING CO., INC. DATED DECEMBER 14, 1991
- SURVEY BY WILSON SURVEYING CO., INC. DATED NOVEMBER 12, 2015
- DEEDS AS SHOWN

SOURCE OF TITLE

- BOOK 2015 PAGE 7026-15
- BOOK 2015 PAGE 11348-15
- HOGAN LAND TITLE COMMITMENT NO. 1411011 EFFECTIVE DATE: OCTOBER 31, 2014
- HOGAN LAND TITLE COMMITMENT NO. 1502141 EFFECTIVE DATE: FEBRUARY 9, 2015

PROPERTY DESCRIPTION

ALL OF LOTS FORTY-ONE (41), FORTY-TWO (42) AND THE SOUTH TWENTY (20) FEET OF LOT FORTY-THREE (43) IN OZARK LAND COMPANY'S ADDITION TO THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI.

SUBJECT TO ANY EASEMENTS OF RECORD, EXCEPT ANY PART THEREOF TAKEN OR USED FOR ROAD OR HIGHWAY PURPOSES.

DECLARATION

WILSON SURVEYING CO. INC., HEREBY DECLARES TO HISTORIC PATTERSON HOUSE LLC:

THE INFORMATION CONTAINED HEREON IS BASED ON AN ACTUAL SURVEY OF THE LAND DESCRIBED ABOVE, WHICH WAS PERFORMED TO THE BEST OF CORPORATE KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS PROMULGATED FOR THE STATE OF MISSOURI BY THE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND LANDSCAPE ARCHITECTS; AND THE MISSOURI DEPARTMENT OF AGRICULTURE; AND BASED ON INFORMATION PROVIDED BY MIKE TEXTOR.

MONUMENTS AND PINS SHOWN AS SET WERE PLACED UNDER MY PERSONAL SUPERVISION.

PHYSICAL EVIDENCE OF IMPROVEMENTS AS SHOWN IS FROM INFORMATION OBTAINED BY VISUAL INSPECTION OF THE PREMISES. EASEMENTS SHOWN ARE THOSE WRITTEN, PROVIDED, OR DISCOVERED AND MAY NOT BE ALL INCLUSIVE. APPARENT OWNERSHIPS AS SHOWN ARE THOSE BASED ON INFORMATION PROVIDED BY OTHERS AND DO NOT REPRESENT AN OPINION AS TO TITLE.

THE SURVEY SHOWN HEREON WAS PERFORMED TO MEET OR EXCEED THE REQUIREMENTS OF MISSOURI MINIMUM STANDARDS FOR URBAN CLASS PROPERTY.

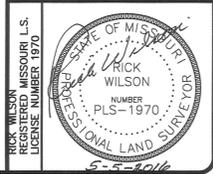
THE PROPERTY SHOWN HEREON LIES IN A FLOOD ZONE X ACCORDING TO FLOOD INSURANCE MAP 29077C0331E, EFFECTIVE DECEMBER 17, 2010.

WEBSTER STREET
(50 FOOT RIGHT-OF-WAY)

PREPARED BY
WILSON SURVEYING CO., INC.

SURVEYING/ ENGINEERING/ LAND PLANNING
2012 S. STEWART AVENUE
Springfield, Missouri 65804
TELE: (417)522-7870 FAX: (417)522-7874
EMAIL: RICK.WILSON@WILSONSURVEYING.COM
DRAWING NO.: WD-105-008
JOB NO.: 16044
DRAWN BY: MSB
DATE: MAY 5, 2016

TOTAL AREA
0.93 ACRES
40,350 SQ. FT.



WILSON SURVEYING CO., INC. L.C. 267D
BY RICK WILSON, P.L.S. 1970

One-rdg. _____
P. Hrngs. X
Pgs. 16
Filed: 06-21-16

Sponsored by: Fulnecky

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016 - 151

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield Land Development Code, Section 36-306, Zoning Maps, by
2 rezoning approximately 1.1 acres of property, generally located at 2350
3 North Clifton Avenue, from LI, Light Industrial District, to an IC, Industrial
4 Commercial District; and adopting an updated Official Zoning Map. (Staff
5 and Planning and Zoning Commission recommend approval.)
6
7

8 WHEREAS, an application has been filed for a zoning change of the property
9 described on "Exhibit A" of this Ordinance, generally located at 2350 North Clifton
10 Avenue, from LI, Light Industrial District, to IC, Industrial Commercial District; and
11

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

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

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

23 Section 1 – The property described on "Exhibit A" of this Ordinance be, and the
24 same hereby is, rezoned from LI, Light Industrial District, to IC, Industrial Commercial
25 District; and the Springfield Land Development Code, Section 36-306 thereof, Zoning
26 Maps, is hereby amended, changed and modified accordingly.
27

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

EXPLANATION TO COUNCIL BILL NO: 2016- 151

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To rezone approximately 1.1 acres of property generally located at 2350 North Clifton Avenue from a LI, Light Industrial District to an IC, Industrial Commercial District (Staff and Planning and Zoning Commission both recommend approval).

BACKGROUND INFORMATION: ZONING CASE NUMBER Z-8-2016

The applicant is proposing to rezone the subject property from a LI, Light Industrial District to an IC, Industrial Commercial District.

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Low-Density Housing. However, approval of IC zoning is compatible and consistent with the surrounding Industrial zoning and development in this area and is appropriate for the subject property's proximity to Kearney Street, classified as a Primary Arterial roadway.

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

REMARKS: The Planning and Zoning Commission held a public hearing on, June 9, 2016, and recommended approval, by a vote of 8 to 0, of the proposed zoning on the tract of land described on the attached sheet (see the attached "Exhibit B," Record of Proceedings).

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

CONDITIONS:

1. A cross access easement shall be approved and recorded which allows for a shared access to Clifton Avenue for the property to the north of the subject property.
2. Dedicate additional right-of-way to meet 30 feet from the established centerline of Clifton Avenue.

If the above conditions are not met within two (2) years after City Council's approval, that approval is null and void; and the zoning will remain LI, Light Industrial District.

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of IC, Industrial Commercial zoning is compatible and consistent with the surrounding Industrial zoning and development in this area and is appropriate for the subject property's proximity to Kearney Street, classified as a Primary Arterial roadway.
2. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
3. The proposed IC, Industrial Commercial zoning is consistent with the depth of adjacent commercial zoning and uses that are located along Kearney Street.

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Record of Proceedings
- Exhibit C, Development Review Staff Report

ATTACHMENTS:

- Attachment 1: Department Comments
- Attachment 2: Neighborhood Meeting Summary

Exhibit A

LEGAL DESCRIPTION
ZONING CASE Z-8-2016

BEGINNING 190 FEET SOUTH MORE OR LESS OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 22 WEST; THENCE SOUTH 175 FEET; THENCE EAST 221 FEET MORE OR LESS; THENCE NORTH 175 FEET MORE OR LESS; THENCE WEST 216 FEET MORE OR LESS TO THE POINT OF BEGINNING, IN THE WEST 3.5 ACRES OF THE EAST 10 ACRES OF THE NORTH HALF (N1/2) OF THE NORTHWEST QUARTER (NW1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 10, TOWNSHIP 29 NORTH, RANGE 22 WEST, IN SPRINGFIELD, GREENE COUNTY, MISSOURI, EXCEPT THAT PART USED FOR ROADS.

Exhibit B

**RECORD OF PROCEEDINGS
ZONING CASE Z-8-2016**

Z-8-2016
2350 North Clifton Avenue
Applicant: Springfield MO Association of Fire Fighters

Mr. Hosmer states that this is a request to rezone 1.1 acres of property located at 2350 North Clifton Avenue from a LI, Light Industrial District to a IC, Industrial Commercial District.

The Growth Management and Land Use Plan of the Comprehensive Plan identify this as an appropriate area for Low-Density Housing uses. (R-SF, Single-Family Residential uses). However, IC zoning is compatible and consistent with the surrounding Industrial zoning and development in this area along a Primary Arterial roadway (Kearney Street).

Staff recommends approval of this request with the following conditions: A cross access easement shall be approved and recorded which allows for a shared access to Clifton Avenue for the property to the north of the subject property. Dedicate additional right-of-way to meet 30 feet from the established centerline of Clifton Avenue. If the above conditions are not met within two (2) years after City Council's approval, that approval is null and void; and the zoning will remain LI, Light Industrial District.

Mr. Ray opened the public hearing.

Mr. Chad Davis, 1937 N. Trellis Road; Strafford has noted that Public Works have put in a drainage whistle on the south end of the drive that was required and the concrete work will be completed in a few weeks. The north section of the drive will be closed to allow for a drainage ditch.

Mr. Ray closed the public hearing.

COMMISSION ACTION:

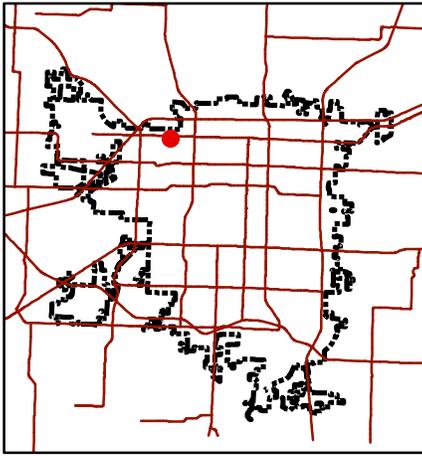
Mr. Doennig motions that we approve Z-8-2016 (2350 North Clifton Avenue). Mr. Rose seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Shuler, Cline, Cox, Coltrin, Ogilvy, and Rose. Nays: None. Abstain: None. Absent: Edwards.



Bob Hosmer, AICP
Principal Planner

Development Review Staff Report

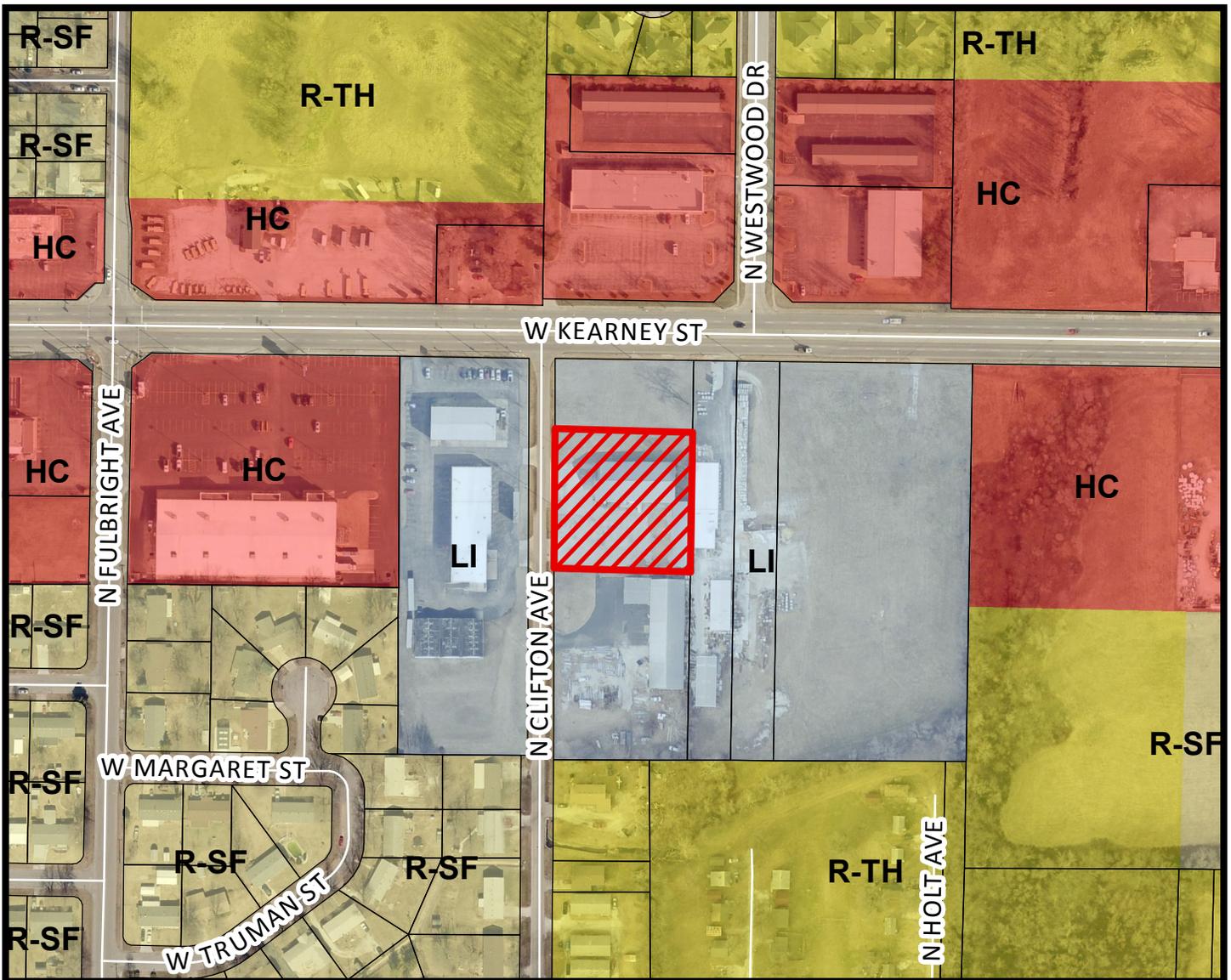
Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802



Z-8-2016

LOCATION: 2350 North Clifton Avenue
CURRENT ZONING: LI, Light Industrial
PROPOSED ZONING: IC, Industrial Commercial

LOCATION SKETCH



 - Area of Proposal



1 inch = 250 feet

DEVELOPMENT REVIEW STAFF REPORT
ZONING CASE Z-8-2016

PURPOSE: To rezone approximately 1.1 acres of property generally located at 2350 North Clifton Avenue from a LI, Light Industrial District to an IC, Industrial Commercial District

REPORT DATE: May 26, 2016

LOCATION: 2350 North Clifton Avenue

APPLICANT: Springfield Mo. Association of Fire Fighters

TRACT SIZE: Approximately 1.1 acres

EXISTING USE: Private club and lodge

PROPOSED USE: Private club and lodge with eating and drinking establishment

FINDINGS FOR STAFF RECOMMENDATION:

1. Approval of IC, Industrial Commercial zoning is compatible and consistent with the surrounding Industrial zoning and development in this area and is appropriate for the subject property's proximity to Kearney Street, classified as a Primary Arterial roadway.
2. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
3. The proposed IC, Industrial Commercial zoning is consistent with the depth of adjacent commercial zoning and uses that are located along Kearney Street.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. A cross access easement shall be approved and recorded which allows for a shared access to Clifton Avenue for the property to the north of the subject property.
2. Dedicate additional right-of-way to meet 30 feet from the established centerline of Clifton Avenue.

If the above conditions are not met within two (2) years after City Council's approval, that approval is null and void; and the zoning will remain LI, Light Industrial District.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	LI	Undeveloped land
East	LI	Concrete product office and storage yard
South	LI	Contractor office and storage warehouse
West	LI	Transmission service and warehouse

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Low-Density Housing. However, approval of IC zoning is compatible and consistent with the surrounding Industrial zoning and development in this area and is appropriate for the subject property's proximity to Kearney Street, classified as a Primary Arterial roadway.

STAFF COMMENTS:

1. The applicant is requesting to rezone the subject property from a LI, Light Industrial District to an IC, Industrial Commercial District. The *Growth Management and Land Use Plan* Element of the *Comprehensive Plan* identifies this area as Low-Density Housing. However, approval of IC zoning is compatible and consistent with the surrounding Industrial zoning and development in this area and is appropriate for the subject property's proximity to Kearney Street, classified as a Primary Arterial roadway.
2. The IC, Industrial Commercial district is intended to allow industrial operations and activities in combination with commercial uses and to accommodate land that was zoned for industrial uses prior to the enactment of the current Zoning Ordinance. The subject property has been zoned for Industrial uses dating to 1956 and meets these criteria.
3. Approval of this application will allow for development of this property and promote infill development where investments have already been made in public services and infrastructure.
4. The proposed IC, Industrial Commercial zoning is consistent with the depth of adjacent commercial zoning and uses that are located along Kearney Street.

5. 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 19, 2016 regarding the rezoning request. A summary of the meeting is attached (Attachment 2).

PUBLIC COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet. Six (6) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL MEETING:

June 27, 2016

STAFF CONTACT PERSON:

Michael Sparlin
Senior Planner
864-1091

ATTACHMENT 1
DEPARTMENT COMMENTS
ZONING CASE Z-8-2016

BUILDING DEVELOPMENT SERVICES COMMENTS:

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

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

The Transportation Plan classifies Clifton Avenue as a local commercial. The standard right of way width for Clifton Avenue is 60 feet (30 feet from the centerline). Existing right of way appears to be 21 feet from the centerline of Clifton Avenue. This is a City maintained street. Because Clifton is classified as a local street, there are not any recent traffic counts. There are two existing driveway access points along the property frontage. There is not a sidewalk along Clifton Avenue. Per land development code, sidewalk will be required to be constructed at the time of development or the applicant may apply to the ARC committee to seek a fee in lieu of constructing sidewalks. The northernmost driveway approach will need to be reconstructed and moved north across from the driveway approach to the west. A cross access easement needs to be provided for the property to the north to utilize the driveway as MoDOT will require the Kearney Street access to be closed when they redevelop. On-street parking is not allowed along the adjacent streets. There is no greenway trail in the area. There are not any bus stops along Clifton Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. There are not any proposed improvements along Clifton Avenue. The proposed change in use does not generate enough additional trips to trigger the need for a Traffic Study. Staff recommends the following: A condition to classification change to require the cross access easement and dedication of additional right of way to meet the 30 feet requirement from the centerline. A survey is recommended to determine the exact amount of right of way.

Public Works Traffic Division	Response
Street classification	Local Commercial
On-street parking along streets	No
Trip generation - existing use	52 trips per day
Trip generation change - proposed use	840 trips per day
Existing street right of way widths	Appears to be 40 feet
Standard right of way widths	60 feet
Traffic study submitted	Not required
Proposed street improvements	Not required

FIRE DEPARTMENT COMMENTS:

Fire has no issues with rezoning.

STORMWATER COMMENTS:

No objection to rezoning. The property is located in the Spring Branch drainage basin. The property is not located in a FEMA designated floodplain. Staff is aware of flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not an option. A land disturbance permit is required if disturbing more than one (1) acre. There is not an existing detention pond, channel, or underground storm sewer available for this development to discharge into. There are no sinkholes on the proposed property.

Please note that re-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.
2. The proposed amount of impervious surfacing must not exceed the maximum allowed by zoning. Any increase in impervious surfacing will require the development to meet current detention requirements.
3. One acre or more of new impervious surfacing will require the development to meet current water quality requirements.
4. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
5. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	Spring Branch
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	No

CLEAN WATER SERVICES COMMENTS:

No objections to rezoning. Public sewer and service lateral are currently available.

CITY UTILITIES:

No objection to rezoning request. City Utilities has adequate facilities available.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

1. Request change to zoning from: Light Industrial (existing zoning) to Industrial Commercial (proposed zoning)

2. Meeting Date & Time: May 19, 2016, 4pm to 6:30pm

3. Meeting Location: 2350 N Clifton, Springfield MO, 65803

4. Number of invitations that were sent: 14

5. How was the mailing list generated: City of Springfield

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.)

No verbal comments

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

No written comments submitted at meeting.

I, Chad Davis (print name), attest that the neighborhood meeting was held on 05/18/2016 (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

Chad Davis Executive Vice President Southern Missouri Professional Firefighters
Printed name of person completing affidavit

SIGN IN

417-839-8767
2350 N. Clifton
Springfield, Mo.

Chris Ray Thompson

Jim Howell - 2562 ^{Pittsburg} Kearney ~~Mo.~~ ^{Mo.}

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 06-21-16

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 152

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the issuance of Conditional Use Permit No. 424 to allow a nursing and
2 retirement home within the R-MD, Medium-density Multi-family
3 Residential District, generally located at 2800 South Fort Avenue.
4 (Staff and Planning and Zoning Commission recommend approval.)
5
6

7 WHEREAS, by the authority of Section 36-363 of the Land Development Code of
8 the City of Springfield, Missouri, the City Council may grant permits for certain types of
9 uses in certain zoning districts; and
10

11 WHEREAS, application has been made, and notice and hearings have been held
12 as provided in Section 36-363 prior to the granting of such use permit, and the Planning
13 and Zoning Commission has found the necessary conditions to exist; and
14

15 WHEREAS, the City Council finds the following conditions to exist:
16

- 17 1. The application is complete and does not contain or reveal violations of this
18 provision or other applicable regulations which the applicant has failed or refused
19 to supply or correct;
20
- 21 2. The site plan meets the standards required by this Article or other applicable
22 regulations with respect to such development or use;
23
- 24 3. The proposed site plan does not interfere with easements, roadways, rail lines,
25 utilities, and public or private rights-of-way;
26
- 27 4. The proposed site plan does not destroy, damage, detrimentally modify or
28 interfere with the enjoyment and function of significant natural topographic or
29 physical features of the site;
30
- 31 5. The proposed site plan is not injurious or detrimental to the use and enjoyment of
32 surrounding property;
33

- 34 6. The circulation elements of the proposed site plan do not create hazards to
35 safety on or off the site, disjointed vehicular or pedestrian circulation paths on or
36 off the site, or undue interferences and inconveniences to vehicular and
37 pedestrian travel;
38
39 7. The screening of the site provides adequate shielding for nearby uses which may
40 be incompatible with the proposed use;
41
42 8. The proposed structures or landscaping are not lacking amenity in relation to, or
43 are not incompatible with, nearby structures and uses;
44
45 9. The proposed site plan does not create drainage or erosion problems on or off
46 the site; and
47

48 WHEREAS, the granting of such permit is deemed proper and beneficial to the
49 welfare of the City of Springfield, Missouri.
50

51 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
52 SPRINGFIELD, MISSOURI, as follows, that:
53

54 Section 1 – Permission is hereby granted to use the tract of land generally
55 located at 2800 South Fort Avenue, and more fully described in “Exhibit B,” which is
56 attached hereto and incorporated herein as if copied verbatim, to permit a nursing and
57 retirement home within a R-MD, Medium-density Multi-family Residential District, on
58 certain conditions in accordance with Section 36-363 of the Land Development Code of
59 the City of Springfield, Missouri.
60

61 Section 2 – Such use shall be subject to the conditions set forth in the
62 Explanation and “Exhibit A” to this ordinance, both of which are attached hereto and
63 incorporated herein as if set out verbatim.
64

65 Section 3 – Building permits and certificates of occupancy may be issued by the
66 proper authorities pursuant to the permission granted by this ordinance.
67

68 Section 4 – This permit shall be in full force and effect only so long as the use of
69 said premises and any improvements thereon conform with the use herein granted and
70 are in accordance with the application and plans herein approved and referred to,
71 unless special exceptions shall have been granted by the Board of Adjustment, and any
72 violation of the requirements of this ordinance may be grounds for the revocation of this
73 permit by the City Council after a hearing before said City Council.
74

75
76 Passed at meeting: _____
77

78 _____
79 Mayor

80

81 Attest: _____, City Clerk

82

83 Filed as Ordinance: _____

84

85 Approved as to form: *Achalot Wedu* , Assistant City Attorney

86

87 Approved for Council action: *Lynne Burt* , City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-152

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To allow a nursing and retirement home within a R-MD, Medium-density Multi-family Residential District generally located at 2800 South Fort Avenue

BACKGROUND INFORMATION: USE PERMIT NUMBER 424

This is a request to allow a nursing and retirement home within a R-MD, Medium-density Multi-family Residential District generally located at 2800 South Fort Avenue. The Zoning Ordinance requires a use permit in the R-MD, Medium-density Multi-family Residential District.

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery. Although not a public use, the existing and proposed use as a nursing and retirement home is compatible and consistent with other uses identified as appropriate land uses for Community and Public Land uses.

The existing nursing and retirement home is considered a permitted use within the R-MD, Medium-density Multi-family Residential District because it existed prior to the current Zoning Ordinance. The proposed expansion of the existing use now triggers the requirement of obtaining a Conditional Use Permit. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties. Furthermore, approval of this request will allow for the on-site expansion of the nursing and retirement home.

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

CONDITIONS:

1. The regulations and standards listed on "Exhibit C - Attachment 3" shall govern and control the use and development of the land in Use Permit Number 424 in a manner consistent with the attached site plan ("Exhibit C - Attachment 5").

FINDINGS FOR STAFF RECOMMENDATION:

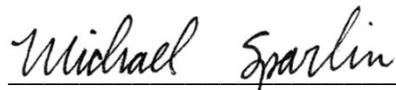
1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery. Although not a public use, the existing and proposed use as a nursing and retirement home is compatible and consistent with other uses identified as appropriate land uses for Community and Public Land uses.
2. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for a similar community land use.

REMARKS:

The Planning and Zoning Commission held a public hearing on June 9, 2016, and recommended approval, by a vote of 8 to 0, of the proposed conditional use permit on the tract of land described on the attached sheet (see the attached "Exhibit C," Record of Proceedings).

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

Submitted by:



Michael Sparlin, Senior Planner

Recommended by:



Mary Lilly Smith, Director

Approved by:



Greg Burris, City Manager

EXHIBITS:

Exhibit A, Requirements for Conditional Use Permit 424

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 424

Attachment 3, Standards for Conditional Use Permits

Attachment 4, Neighborhood Meeting Summary

Attachment 5, Site Plan

Exhibit A

Requirements for Conditional Use Permit 424

1. A Nursing and retirement home is permitted in conformance with Exhibit D - Attachment 5.
2. The nursing and retirement home shall comply with all the standards listed in Exhibit D - Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

Exhibit B

Legal Description
Use Permit Number 424

A TRACT OF LAND AS LYING IN THE EAST HALF OF LOT 1 AND THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2010, PAGE 051608-10 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE ALONG THE WEST LINE OF THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST, SOUTH $01^{\circ}14'19''$ WEST, 1155.93 FEET; THENCE LEAVING SAID WEST LINE, SOUTH $88^{\circ}26'44''$ EAST, 15.63 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY OF FORT AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND CONTINUING SOUTH $88^{\circ}26'44''$ EAST, 444.96 FEET TO A POINT LYING AT THE SOUTHWEST CORNER OF MARDENA HILLS SOUTH 1ST ADDITION; THENCE SOUTH $01^{\circ}10'06''$ WEST, 446.72 FEET; THENCE NORTH $88^{\circ}21'44''$ WEST, 444.65 FEET TO A POINT LYING ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF FORT AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH $01^{\circ}07'40''$ EAST, 446.08 FEET TO THE POINT OF BEGINNING. ALL LYING IN THE EAST HALF OF LOT 1 AND THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI. CONTAINING 4.558 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE. CONDITIONS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 110-582.

**RECORD OF PROCEEDINGS
Planning and Zoning Commission June 9, 2016**

Conditional Use Permit 424
2800 South Fort Avenue
Applicant: National Healthcare Corporation

Mr. Hosmer states that this is a request to allow an existing nursing retirement home built prior to the Zoning Ordinance located at 2800 South Fort within a R-MD, Medium Density Multi-Family Residential District.

Nursing and retirement homes require an use permit in the R-MD, Medium-density Multi-family Residential District. The existing nursing home was built prior to the current Zoning Ordinance (1993). The Growth Management and Land Use Plan an element of the Comprehensive Plan identifies this area as appropriate for Community and Public Land uses. The existing nursing and retirement home and proposed expansion are compatible and consistent with the Plan. The Conditional Use Permit is valid for 18 months or until a building permit or a occupancy permit is issued. The Conditional Use Permit shall adhere to the attached site plan. This application meets the approval standards for a Conditional Use Permit and staff recommends approval.

Mr. Ray opened the public hearing.

Mr. Jared Davis, 2045 W. Woodland available to answer any questions.

Mr. Ray closed the public hearing.

COMMISSION ACTION:

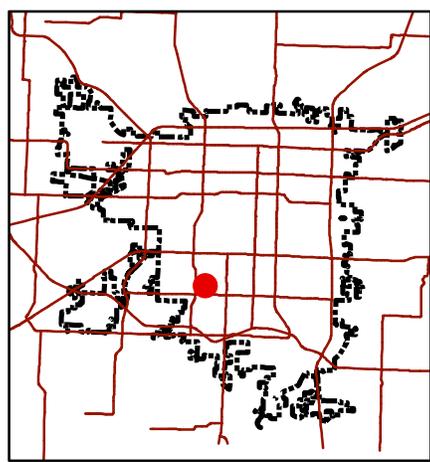
Mr. Doennig motions that we approve Conditional Use Permit 424 (2800 South Fort Avenue). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Shuler, Cline, Cox, Coltrin, Ogilvy, and Rose. Nays: None. Abstain: None. Absent: Edwards.



Bob Hosmer, AICP
Principal Planner

Development Review Staff Report

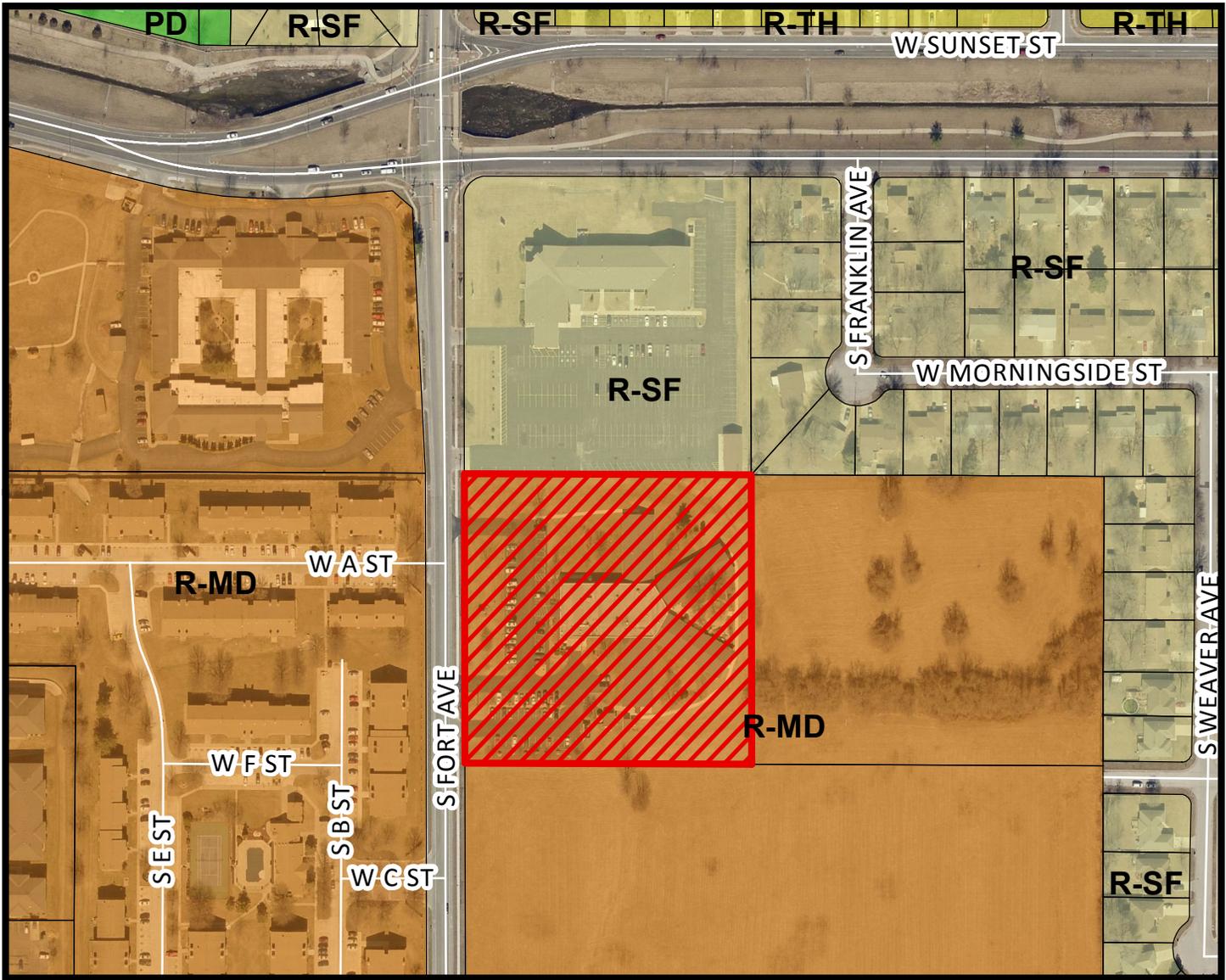
Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802



Conditional Use Permit No 424

LOCATION: 2800 South Fort Avenue
CURRENT ZONING: R-MD, Medium-density Multi-family Residential
PROPOSED ZONING: R-MD, Medium-density Multi-family Residential with a Conditional Use Permit to allow a nursing and retirement home

LOCATION SKETCH



 - Area of Proposal



1 inch = 250 feet

DEVELOPMENT REVIEW STAFF REPORT
CONDITIONAL USE PERMIT 424

PURPOSE: To allow a nursing and retirement home within a R-MD, Medium-density Multi-family Residential District generally located at 2800 South Fort Avenue

REPORT DATE: May 26, 2016

LOCATION: 2800 South Fort Avenue

APPLICANT: National Healthcare Corp

TRACT SIZE: Approximately 4.56 acres

EXISTING USE: Nursing and retirement home

PROPOSED USE: Nursing and retirement home

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery. Although not a public use, the existing and proposed use as a nursing and retirement home is compatible and consistent with other uses identified as appropriate land uses for Community and Public Land uses.
2. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties.
3. This application meets the approval standards for a Conditional Use Permit and is in conformance with the *Comprehensive Plan*, which identifies this area as appropriate for a similar community land use.

RECOMMENDATION:

Staff recommends approval of this request with the following conditions:

1. The regulations and standards listed on Attachment 3 and shall govern and control the use and development of the land in Use Permit Number 424 in a manner consistent with the attached site plan (Attachment 5).

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-SF	Church
East	R-MD	Undeveloped land
South	R-MD	Undeveloped land
West	R-MD	Multi-family apartments

ZONING ORDINANCE REQUIREMENTS:

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

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery.

STAFF COMMENTS:

1. The applicant is requesting approval of a Conditional Use Permit for a Nursing and retirement home on the subject property within a R-MD, Medium-density Multi-family Residential District. The Zoning Ordinance requires a use permit in the R-MD, Medium-density Multi-family Residential District for a nursing and

retirement home. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* identifies this area as appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery. Although not a public use, the existing and proposed use is compatible and consistent with other uses identified as appropriate land uses for Community and Public Land uses.

2. The existing nursing and retirement home is considered a permitted use within the R-MD, Medium-density Multi-family Residential District because it existed prior to the current Zoning Ordinance. The proposed expansion of the existing use now triggers the requirement of obtaining a Conditional Use Permit.
3. Approval of this request will provide for redevelopment of the subject property which is already served with public infrastructure and services and is not expected to adversely impact the surrounding properties. Furthermore, approval of this request will allow for the on-site expansion of the nursing and retirement home.
4. The bufferyard requirement between R-MD and R-SF zoning is a bufferyard "Type (C)" at least fifteen (15) feet wide with required plantings. This bufferyard will be required on the North property line adjacent to the R-SF, Single-family Residential zoned property. A fire lane will be required that will be located within a portion of this bufferyard. In order to accommodate the fire lane, in this location, using Sec. 36-482 (12), the bufferyard can be reduced to 10 feet when a solid screen is provided.
5. Staff has reviewed the applicant's request for a Conditional Use Permit and has determined that it satisfies the standards for Conditional Use Permits outlined in Section 36-363 (10) (Attachment 3) of the Zoning Ordinance. Any development of this property must also follow the R-MD, Medium-density Multi-family Residential District requirements.
6. The proposed Conditional Use Permit was reviewed by City departments and comments are contained in Attachment 1.

NEIGHBORHOOD MEETING:

The applicant held a neighborhood meeting on May 19, 2016 regarding the request for a conditional use permit. A summary of the meeting is attached (Attachment 4).

PUBLIC COMMENTS:

The property was posted by the applicant on April 27, 2016 at least 10 days prior to the public hearing. The public notice was advertised in the Daily Events at least 15 days prior to the public hearing. Public notice letters were sent out at

least 10 days prior to the public hearing to all property owners within 185 feet. Eight (8) property owners within one hundred eighty-five (185) feet of the subject property were notified by mail of this request.

CITY COUNCIL PUBLIC HEARING: June 27, 2016

STAFF CONTACT PERSON:

Michael Sparlin

Senior Planner

864-1091

ATTACHMENT 1
DEPARTMENT COMMENTS
CONDITIONAL USE PERMIT 424

BUILDING DEVELOPMENT SERVICES COMMENTS:

Building Development Services has no issues with conditional use permit.

PUBLIC WORKS TRAFFIC DIVISION COMMENTS:

The City's Transportation Plan classifies Fort Avenue as a collector roadway. The standard right of way width for Fort Avenue is 30 feet from the centerline. This is a City maintained street. The most recent traffic count on Fort Avenue is 5,763 vehicles per day. There are three existing driveway access points and sidewalk exists along the property frontage. The existing infrastructure meets current city standards. On-street parking is not allowed along the adjacent streets. There is a greenway trail in the area. There are three bus stops along this portion of Fort Avenue. The proposed development is in an area that provides for multiple direct connections and provides for good connectivity in the area. There are not any proposed improvements along Fort Avenue. Staff has no recommendations for improvements and approves the use permit.

Public Works Traffic Division	Response
Street classification	Collector
On-street parking along streets	No
Trip generation - existing use	180 trips/day
Trip generation - proposed use	180 trips/day
Existing street right of way widths	60 feet
Standard right of way widths	60 feet
Traffic study submitted	Not required
Proposed street improvements	None

STORMWATER COMMENTS:

The property is located in the South Creek drainage basin. The property is not located in a FEMA designated floodplain. Staff is not aware of any flooding problems in the area. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is an option if downstream improvements are constructed. Since the project will be disturbing more than one (1) acre there will be a land disturbance permit required. There is an existing detention basin serving this development that will need to be enlarged with this project. The existing detention basin discharges onto the church parking lot directly north of this property. The applicant has spoken with the church about acquiring a drainage easement through the church's property. While the church

has no issue with the stormwater flowing across their parking lot just as it does today, the church doesn't wish to dedicate an easement. The developer will be required to provide detention so they don't increase the rate of discharge to the church's property. There are no sinkholes on the proposed property.

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.
2. Based upon City data, there is a significant amount of offsite concentrated stormwater crossing the subject property. Although stormwater detention and water quality do not have to be provided for these flows, public improvement plans will be required to convey these flows across the subject property. Drainage easements must be provided for this conveyance.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.

Public Works Stormwater Division	Response
Drainage Basin	South Creek
Is property located in Floodplain	No
Is property located on a sinkhole	No
Is stormwater buyout an option	Yes, but only with downstream improvements

CLEAN WATER SERVICES COMMENTS:

No objections. New addition is only adding 30 additional beds.

CITY UTILITIES:

No conflicts with building addition. The property is "primary metered" electrically. This means the transformers are owned and maintained by the property. If the water meter needs to be increased in size due to the addition, the work will be done at estimated cost.

FIRE DEPARTMENT:

Fire department has no issues with the conditional use permit. Fire lane has been provided.

ATTACHMENT 2
REQUIREMENTS FOR CONDITIONAL USE PERMIT 424

1. A nursing and retirement home is permitted in conformance with Attachment 5.
2. The nursing and retirement home shall comply with all the standards listed in Attachment 3.
3. All other standards of the Zoning Ordinance and other applicable ordinances shall be adhered to.

ATTACHMENT 3
STANDARDS FOR CONDITIONAL USE PERMITS
CONDITIONAL USE PERMIT 424

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

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

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

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

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

Attachment 3 continued

A. State how the proposed conditional use will comply with the applicable standards in Subsection 36-363 (10) of the Zoning Ordinance.

1. The proposed conditional use will be consistent with the adopted policies in the *Springfield Comprehensive Plan*;
The Growth Management and Land Use Plan of the Comprehensive Plan identifies appropriate for Community and Public Land uses. This category includes schools, colleges, public buildings and cemetery. Although not a public use, the existing and proposed use as a nursing and retirement home is compatible and consistent with other uses identified as appropriate land uses for Community and Public Land uses. The existing use is a Nursing Home facility. The project is adding 30 additional beds.
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;
No additional access points to Fort Avenue are proposed. Fort Avenue is classified as a collector and is suitable for this use.
3. The proposed conditional use will adequately provide for safety from fire hazards, and have effective measures of fire control;
The proposed building addition will be properly sprinkled and a fire lane will be provided along the north side of the addition.
4. The proposed conditional use will not increase the hazard to adjacent property from flood or water damage;
We will meet the city regulations for storm water detention and will not increase the flow to the neighbor by enlarging the existing detention basin to meet the current runoff rates. We have meet with the neighbor to the north about the storm water runoff and they are in favor of the plan.
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 noise characteristics of this site will be no different than a typical R-MD use. The proposed use has no outdoor activities except for parking.
6. The glare of vehicular and stationary lights will not affect the established character of the neighborhood, and to the extend 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;
The site sits lower than the adjacent properties to the east and south. This will help reduce such lights from being visible from these properties. No parking is proposed on the north and the building will be located between the parking areas and the property to the north.
7. The location, lighting, and type of signs and the relationship of signs to traffic control is appropriate for the site;

The existing signage will remain and is appropriately located on the site.

8. Such signs will not have an adverse effect on any adjacent properties;
The existing signage will remain and is appropriately located on the site.
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;
Fort Avenue is classified as a collector with a width of 33' and a right of way of 60'. This is suitable for this use.
10. The proposed conditional use will not have any substantial or undue adverse effect upon, or will lack amenity or will be incompatible with, the use or enjoyment of adjacent and surrounding property, the character of the neighborhood, traffic conditions, parking utility facilities, and other matters affecting the public health, safety and general welfare;
The site already has a Nursing Home use and this request will not adversely impact any of the mentioned items. Items included to help with not adversely affecting the adjacent properties include a landscape bufferyard type C beind added along the north boundary, the existing stormwater detention basin will be enlarged to eliminate additional discharge to the north, the parking areas sit lower than the adjacent properties and the building will be sprinkled with a fire lane added along the north.
11. The proposed conditional use will be constructed, arranged and operated so as not to dominate the immediate vicinity or to interfere with the development and use of neighboring property in accordance with the applicable district regulations. In determining whether the proposed conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 - a. The location, nature and height of buildings, structures, walls and fences on the site; and
The one-story building addition will be similar in nature to the existing structure and will blend in with the existing facility.
 - b. The nature and extent of landscaping and screening on the site;
The north property line will be upgraded with additional landscaping to meet bufferyard type C.
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 natural topography or physical features of the site will not be adversely impacted. The site will be regraded to allow the existing stormwater to flow through the site in a more controlled fashion and the existing detention basin will be enlarged.
13. The proposed conditional use will not result in the destruction, loss or damage of any natural, scenic or historic feature of significant importance;
There are no known features of significant importance on the site.
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;

Yes. The proposed development will comply with these development standards.

15. The proposed conditional use at the specified location will contribute to or promote the welfare or convenience of the public;
The conditional use is to add beds to the existing Nursing Home use. The additional beds have been identified as a need for the communities aging population.

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;
The parking and loading areas are designed to be in accordance with regulations. The parking and circulation will primarily be located in the front portion of the site. Some additional parking will be located in the southeast portion of the site. A new loading and unloading area will be added at the revamped front door.

17. Adequate access roads or entrance or exit drives will be provided and will be designed so as to prevent traffic hazards and to minimize traffic congestion in public streets and alleys;
No additional access points to Fort Avenue are proposed. Fort Avenue is classified as a collector and is suitable for this use.

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 have been designed to provide adequate use of the site.

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;
No interference with the items listed are known.

20. In the case of existing structures proposed to be converted to uses requiring a conditional use permit, the structures meet all fire, health, building, plumbing and electrical requirements of the City of Springfield; and
Existing structures are already being utilized for the use and are not being converted. All new structures will be required to meet building codes and will be addressed during permitting.

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 site is already a Nursing Home facility and has adequate facilities and services. The site will be designed to pass off-site drainage through the site as it does today. The site currently point discharges from an existing detention basin to the property to

the north and has done so prior to the development of the property to the north. We have met with the owner of the property to the north and they are good with the drainage occurring the way it does now. We will provide an enlarged detention basin to handle the additional development that this is being proposed by this request.

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION AND MEETING SUMMARY

- 1. Conditional Use Permit for: PLN2016-00148 - Use Permit 424 - Nursing Home
- 2. Meeting Date & Time: May 19, 2016 4:00 pm to 6:30 pm
- 3. Meeting Location: 2800 S Fort
- 4. Number of invitations that were sent: 30
- 5. How was the mailing list generated: City 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 were happy it was not the property behind them and were in favor of this project.

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

None provided.

I, Neil S. Brady (*print name*), attest that the neighborhood meeting was held on 05/19/2016 (*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."



Digitally signed by Neil S. Brady
Date: 2016.05.20 08:29:19 -05'00'

Signature of person completing affidavit

Neil S Brady

Printed name of person completing affidavit

ANDERSON ENGINEERING, INC

EMPLOYEE OWNED

2045 W. Woodland • Springfield, MO 65807 • (417) 866-2741 • FAX (417) 866-2778
811 E. Third St. • Joplin, MO 64801 • (417) 782-7399 • FAX (417) 782-7398
aeinc@aeincmo.com • www.aeincmo.com

CLIENT _____

CLIENT No. _____ SHEET No. _____ Of _____

CALCULATED By _____ DATE _____

CHECKED By _____ DATE _____

PROJECT _____

CALCULATIONS FOR:

NEIGHBORHOOD MEETING 5/19/16

NAME

ADDRESS

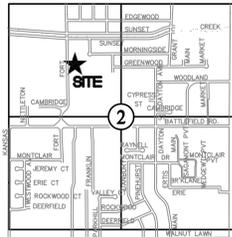
NEIL BRADY

2045 W WOODLAND

Paul Wittaker
Dawn Ward
Dawn Ward

1150 W. MORNINGSIDE
1128 W. MORNINGSIDE
1128 W. MORNINGSIDE

ATTACHMENT 5

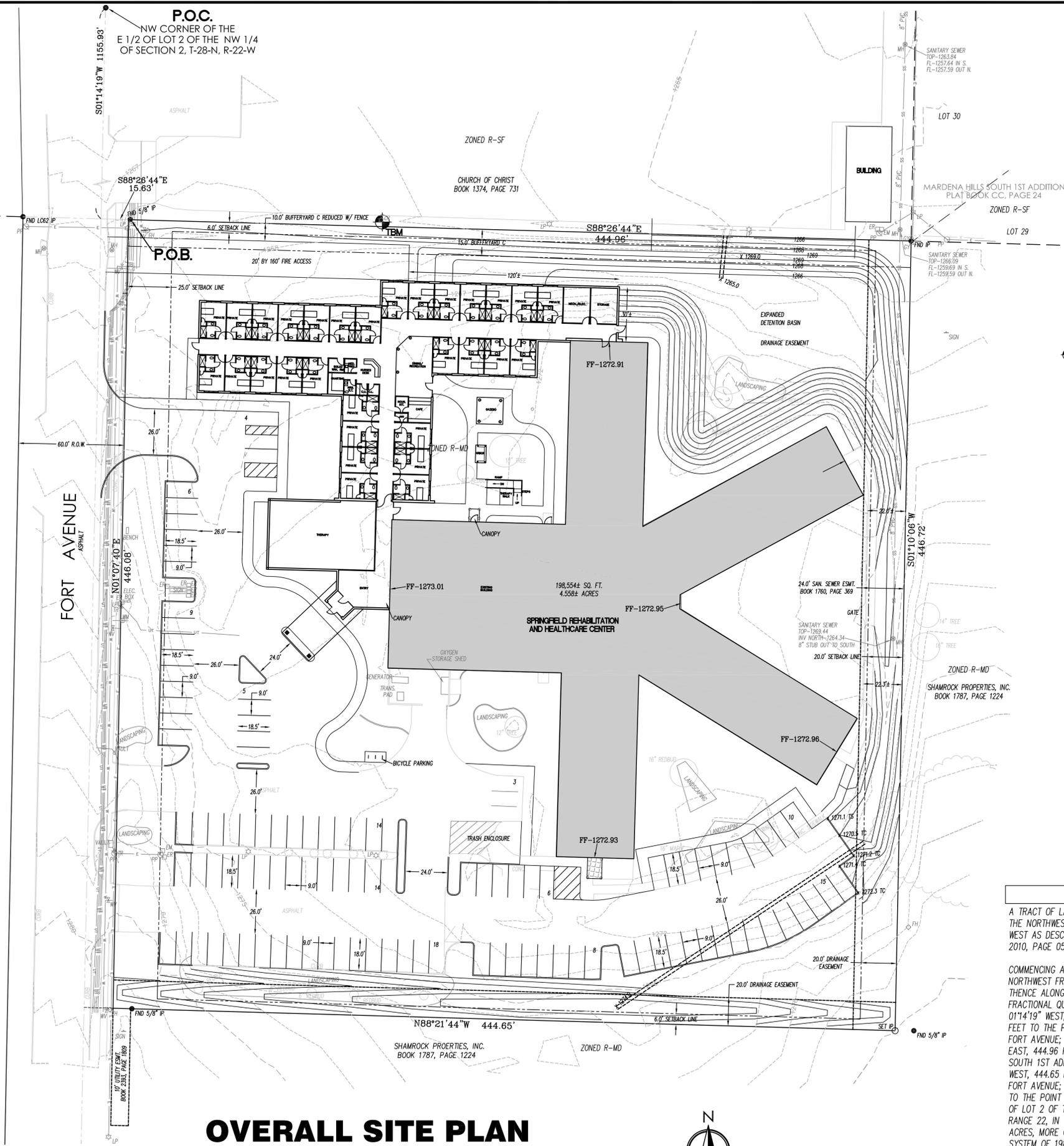


LOCATION SKETCH
SEC. 2, T28N, R22W
SCALE: 1"=2000'



LEGEND

- CP CONTROL POINT
 - IP FOUND IRON PIN
 - IP SET IRON PIN
 - △ RWM RIGHT-OF-WAY MARKER
 - P/G POWER POLE W/ GUY
 - MH MANHOLE
 - SCW SEWER CLEANOUT
 - GM GAS METER
 - LP LIGHT POLE
 - S SIGN
 - WM WATER METER
 - WV WATER VALVE
 - GV GAS VALVE
 - FH FIRE HYDRANT
 - TR TELEPHONE RISER
 - B BUMPER POST
 - GI GRATE INLET
 - TL TREELINE
 - B BUSH
 - ER ELECTRICAL RISER
 - GL GROUND LIGHT
 - MB MAIL BOX
-
- PROPERTY LINE
 - SS SANITARY SEWER
 - SW STORM SEWER
 - T TELEPHONE LINE
 - UT UNDERGROUND TELEPHONE
 - G GAS LINE
 - W WATER LINE
 - E ELECTRIC LINE
 - UE UNDERGROUND ELECTRIC
 - X FENCE LINE
 - R RETAINING WALL
 - LINE LABELS
- MEASURED DEED 100' M / 100' D



OVERALL SITE PLAN
SCALE: 1" = 30'

- 15' BUFFERYARD C
 - 1 CANOPY TREE
 - 2 UNDERSTORY TREE
 - 2 EVERGREEN TREE
 - 10 SHRUBS
 - PER 100 LINEAR FEET
-
- 10' BUFFERYARD C REDUCED W/FENCE
 - 6' SOLID WOOD FENCE
 - 4 UNDERSTORY TREE
 - 2 EVERGREEN TREE
 - 10 SHRUBS
 - PER 100 LINEAR FEET

BENCHMARK
BENCH IS A SQUARE CUT IN THE LIGHT POLE BASE AT THE NORTH SIDE OF SUBJECT PROPERTY WITH AN ELEVATION OF 1269.09 VERTICAL DATUM = NAVD 1988.

OWNER/APPLICANT:
NATIONAL HEALTHCARE CORPORATION
100 VINE STREET, CITY CENTER
MURFREESBORO, TN 37130

SITE DATA

TOTAL SITE AREA: 4.56 AC
 PARKING:
 TOTAL STAFF COUNT 80
 EX BED COUNT 119
 NEW BED COUNT 30
 TOTAL BED COUNT 149
 REQUIRED PARKING:
 STAFF 80/2 = 40
 BED 149/3 = 50
 EXISTING PARKING COUNT 83
 PROPOSED PARKING COUNT 112
 BICYCLE PARKING REQUIRED 5
 EXISTING IMPERVIOUS AREA 1.79 AC
 PROPOSED IMPERVIOUS AREA 2.60 AC
 ADDED IMPERVIOUS AREA 0.81 AC
 PROPOSED OPEN SPACE 1.96 AC/4.56 AC = 43%
 EXISTING BUILDING FLOOR AREA 32,668 SF
 ADDITION BUILDING FLOOR AREA 19,330 SF
 CURRENT ZONING R-MD
 CURRENT USE NURSING HOME
 PROPOSED USE NURSING HOME
 ADDITIONAL 30 BEDS AND 19,330 SF BUILDING



PERIMETER DESCRIPTION

A TRACT OF LAND AS LYING IN THE EAST HALF OF LOT 1 AND THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST AS DESCRIBED IN THE GREENE COUNTY, MISSOURI, RECORDER'S OFFICE IN BOOK 2010, PAGE 051608-10 AND SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST; THENCE ALONG THE WEST LINE OF THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22 WEST, SOUTH 01°14'19" WEST, 1155.93 FEET; THENCE LEAVING SAID WEST LINE, SOUTH 88°26'44" EAST, 15.63 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO LYING ON THE EAST RIGHT-OF-WAY OF FORT AVENUE; THENCE LEAVING SAID EAST RIGHT-OF-WAY AND CONTINUING SOUTH 88°26'44" EAST, 444.96 FEET TO A POINT LYING AT THE SOUTHWEST CORNER OF MARDENA HILLS SOUTH 1ST ADDITION; THENCE SOUTH 01°10'06" WEST, 446.72 FEET; THENCE NORTH 88°21'44" WEST, 444.65 FEET TO A POINT LYING ON THE AFOREMENTIONED EAST RIGHT-OF-WAY OF FORT AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY, NORTH 01°07'40" EAST, 446.08 FEET TO THE POINT OF BEGINNING, ALL LYING IN THE EAST HALF OF LOT 1 AND THE EAST HALF OF LOT 2 OF THE NORTHWEST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 28 NORTH, RANGE 22, IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, CONTAINING 4.558 ACRES, MORE OR LESS. BEARINGS BASED ON GRID NORTH OF THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE DATUMS AND MONUMENTS ARE AS SHOWN ON ANDERSON ENGINEERING, INC. DRAWING NUMBER WB 110-582.

ANDERSON ENGINEERING
EMPLOYEE OWNED
ENGINEERS • SURVEYORS • LABORATORIES • DRILLING
2045 W. WOODLAND - SPRINGFIELD, MISSOURI 65807 • PHONE (417) 866-2741
ANDERSON COAF 000062-AARON T HARGRAVE PEI 2007020274

DRAWING INFO.	
FIELD BY:	NSB
DRAWN BY:	NSB
CHECK BY:	04/12/16
DATE:	FIELD BOOK:
NO.	JOB NUMBER:
	10087-16

NATIONAL HEALTHCARE CORPORATION
SPRINGFIELD REHABILITATION CENTER
 SITE PLAN
 2800 S FORT AVENUE
 SPRINGFIELD, MISSOURI
 DRAWING NO.
 SHEET NUMBER **C1** OF 1

One-rdg. _____
P. Hrngs. _____
Pgs. 10
Filed: 06-21-16

Sponsored by: Fulnecky

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 153

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING the plans and bid specifications, and accepting the bid of Landfill Drilling
2 and Piping Specialists, LLC, in the amount of \$440,925.90 for installation
3 of Phase V of the Gas Collection & Control System Expansion at the
4 Springfield Sanitary Landfill; authorizing the City Manager, or his
5 designee, to enter into a contract with such bidder; and approving a
6 budget adjustment to amend the Fiscal Year 2016-2017 budget of the
7 Environmental Services Department for the Solid Waste Fund in the
8 amount of \$485,000 for construction of this project and reimbursement
9 from City Utilities based on a previously approved Memorandum of
10 Understanding #2005-0937.

11 _____
12
13 WHEREAS, Landfill Drilling and Piping Specialists, LLC is the lowest responsive
14 and responsible bidder for the installation of Phase V of the Gas Collection & Control
15 System Expansion (GCCS) at the Springfield Sanitary Landfill; and
16

17 WHEREAS, this project is for the construction of Phase V, which includes sixteen
18 new vertical gas extraction wells, two new condensate drip traps, conversion of one
19 vertical gas extraction well to a remote well, installation of header/lateral pipes to
20 connect the new and replacement wells to the existing gas collection network, in-place
21 abandonment of applicable existing gas collection system components, and installation
22 of well bore seals on two existing horizontal collection wells, and associated
23 header/lateral piping, otherwise known as GCCS Expansion, Phase V, and any
24 associated construction work; and
25

26 WHEREAS, landfill gas collected by this phased GCCS provides fuel to an
27 electric generating station developed in partnership with the Board of Public Utilities,
28 known as the Noble Hill Landfill Renewable Energy Center, and pursuant to a
29 Memorandum of Understanding with the Board of Public Utilities (contract #2005-0937)
30 the entire cost of constructing GCCS Expansion, Phase V will be reimbursed to the
31 City's Solid Waste Fund from the Board of Public Utilities.
32

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

35
36 Section 1 – The City Council hereby approves the plans and specifications of the
37 GCCS Expansion, Phase V.

38
39 Section 2 – The City Manager is authorized on behalf of the City of Springfield,
40 Missouri to accept the low bid of Landfill Drilling and Piping Specialists, LLC, in the
41 amount of \$440,925.90, for that project as set forth in said bid, except as said sum may
42 be lawfully increased or decreased by the actual quantities of work units involved, and is
43 hereby authorized to enter into a contract with said bidder for such work in accordance
44 with the terms of the bid, the plans, and the specifications and to do all things necessary
45 to carry out the terms of the contract.

46
47 Section 3 – The budget of the Environmental Services Department, Solid Waste
48 Fund, for Fiscal Year 2016-2017 is hereby amended in the accounts and in the amounts
49 as show on Budget Adjustment No. 0001, a copy of which is attached hereto and
50 incorporated herein by reference as "Exhibit B."

51
52 Section 4 – The City Council hereby finds that the budget adjustment made
53 above has been recommended by the City Manager.

54
55 Section 5 –The City Manager is directed to cause the appropriate accounting
56 entries to be made in the books and records of the City.

57
58 Section 6 – This ordinance shall be in full force and effect from and after
59 passage.

60
61
62 Passed at meeting: _____

63
64
65 _____
66 Mayor

67 Attest: _____, City Clerk

68
69
70 Filed as Ordinance: _____

71
72
73 Approved as to form: John Willington, Assistant City Attorney

74
75
76 Approved for Council action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 153

FILED: 06-21-16

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: To approve the plans, construction specifications, and accept the bid of Landfill Drilling and Piping Specialists, LLC, in the amount of \$440,925.90, for installation of sixteen new vertical gas extraction wells, two new condensate drip traps, conversion of one vertical gas extraction well to a remote well, installation of header/lateral pipes to connect the new and replacement wells to the existing gas collection network, in-place abandonment of applicable existing gas collection system components, and installation of well bore seals on two existing horizontal collection wells, and associated header/lateral piping, otherwise known as Gas Collection & Control System Expansion Phase V, at the Springfield Sanitary Landfill, and to authorize the City Manager, or his designee, to enter into a contract for said improvement. This Council bill will also approve a budget adjustment to amend the FY 2016-2017 budget of the Environmental Services Department for the Solid Waste Fund in the amount of \$485,000 for construction of this project and reimbursement from City Utilities based on a previously approved Memo of Understanding.

BACKGROUND INFORMATION: The collection and control of landfill gas is necessary for the protection of human health and the environment at and near to the Sanitary Landfill. The controlled combustion of landfill gas also significantly reduces the quantity of methane gas that would otherwise be released into the atmosphere.

The phased development of the landfill gas collection and control (GCCS) at the Springfield Sanitary Landfill began in 2002 with Phase I, Phase II in 2005, Phase III in 2011, and Phase IV in 2012.

Landfill gas collected by this phased GCCS provides fuel to an electric generating station developed in partnership with the Board of Public Utilities known as Noble Hill Landfill Renewable Energy Center (NHLREC).

Pursuant to a Memorandum of Understanding with the Board of Public Utilities (contract #2005-0937) the entire cost of constructing Phase V will be reimbursed to the City's Solid Waste Fund from the Board of Public Utilities.

Plans, specifications, and a cost estimate have been prepared and are on file.

The project was advertised in the *Daily Events* on May 2, 2016 through May 31, 2016.

Bids were opened in the Busch Building on June 6, at 11:00 a.m. the following bids were received:

CONTRACTOR	BID AMOUNT
Landfill Drilling & Piping Specialists, LLC	\$440,925.90
CB&I Government Solutions, Inc.	\$468,820.00
SCS Field Services	\$545,591.00
Hunt Vac Services, LLC	\$855,882.26
Engineer's Estimate	\$569,496.91

The Budget Adjustment of \$485,000 to the City's Solid Waste Fund includes an approximate 10% additional allowance for unforeseen contingencies.

Supports the following Field Guide 2030 goal(s): Chapter 8, Natural Environment; Major Goal 9, Reduce solid waste and improve recycling within our community.

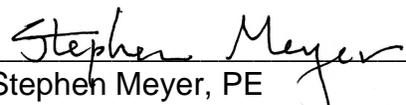
RECOMMENDATIONS: The Environmental Services Department recommends approval of this Council bill and budget adjustment.

Submitted by:



Errin Kemper, PE
Asst. Director of Environmental Services

Recommended by:



Stephen Meyer, PE
Director of Environmental Services

Approved by:



Greg Burris,
City Manager

Exhibit A

**CITY OF SPRINGFIELD
DEPARTMENT OF ENVIRONMENTAL SERVICES
290 E. Central
Springfield, MO 65802**

**SANITARY LANDFILL GAS COLLECTION AND CONTROL SYSTEM
EXPANSION PHASE V
PLAN #2016PW0012**

FORM OF PROPOSAL

To: City of Springfield
Department of Environmental Services
290 E. Central
Springfield, MO 65802

From: Landfill Drilling & Piping Specialists, LLC, hereinafter called the "Bidder", having contract examined and being fully informed and familiar with the local conditions and with the contract documents including the drawings, the Notice to Contractor, Instructions to Bidders, the General Conditions and the body of the technical specifications including:

Addenda Number 1 through 2 inclusive

Hereby offer to furnish all labor, supervision, materials, equipment, tools, services and all other items necessary for the performance and the completion of the construction described in the contract documents known as **SANITARY LANDFILL GAS COLLECTION AND CONTROL SYSTEM EXPANSION PHASE V** in accordance with the PLANS AND SPECIFICATIONS, heretofore filed in the Director of Environmental Services office (2016PW0012), at the following prices to be paid in cash, to-wit:

Item No.	Item Description	Estimated Quantity		Unit Price		Subtotal
1	Mobilization and Demobilization	1	LS	\$25,890.00	LS	\$25,890.00
2	4-Inch HDPE SDR 11 Landfill Gas Header /Lateral Pipe	1,646	LF	\$21.25	/LF	\$34,977.50
3	6-Inch HDPE SDR 17 Landfill Gas Header /Lateral Pipe	569	LF	\$25.00	/LF	\$14,225.00
4	8-Inch HDPE SDR 17 Landfill Gas Header /Lateral Pipe	490	LF	\$30.00	/LF	\$14,700.00
5	10-Inch HDPE SDR 17 Landfill Gas Header /Lateral Pipe	4,532	LF	\$36.20	/LF	\$164,058.40
6	10-inch Butterfly Valve Salvage and Reinstall	4	EA	\$1,210.00	/EA	\$4,840.00
7	18-Inch HDPE SDR 17 Landfill Gas Header /Lateral Pipe	520	LF	\$82.00	/LF	\$42,640.00
8	18-Inch Butterfly Valves	2	EA	\$14,750.00	/EA	\$29,500.00
9	Drill and Install Vertical Gas Extraction Well, Pipe, and Backfill	881	VF	\$75.00	/VF	\$66,075.00
10	2-Inch QED Wellhead Assemblies	16	EA	\$790.00	EA	\$12,640.00
11	Condensate Drip Trap	2	EA	\$3,600.00	/EA	\$7,200.00

12	24-Inch 14 Gauge CMP and Ancillary Items	70	LF	\$30.00	/LF	\$2,100.00
13	Abandon Vertical Wells	3	EA	\$300.00	/EA	\$900.00
14	Convert Well to Remote Wellhead	1	LS	\$900.00	LS	\$900.00
15	Wellbore Seals for Horizontal Collectors	2	EA	\$940.00	LS	\$1,880.00
16	Seeding, Fertilizing, and Mulching	1	LS	\$18,400.00	LS	\$18,400.00
Total Bid Amount:			\$440,925.90			

Note 1 Accompanying the proposal is a certified or cashier's check or acceptable bidders bond in the amount of or five (5) percent of the amount of this bid, payable to the City of Springfield – Department of Environmental Services, which is in accordance with the provisions in the instructions to bidders. It is agreed that if the successful bidder fails to execute and deliver the agreement and furnish the required contract security within ten (10) days after the Notice of Award, the engineer may annul the Notice of Award and the bid security of that bidder will be forfeited.

Note 2 It is understood by the undersigned that the quantities given in the itemized proposal are not guaranteed and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job. The gross sum bid shall be based upon the given itemized quantities multiplied by the unit prices shown herein. In the event of a discrepancy between the unit prices and the gross sum bid, the unit prices will prevail. The undersigned agrees that payment will be on the basis of the unit prices shown herein, and shall be made on quantities actually constructed and verified by field measurement.

The undersigned agrees to complete the work specified herein in accordance with the contract unit prices, whether it involves quantities greater or less than those indicated in this Bid Proposal and agrees that the proposed quantities could not in any way be construed to misrepresent earth, rock, or groundwater quantities in the scope of work proposed.

Bidder agrees and understands that by this submission that items required, but not shown on proposal, shall be included in the bid price for other items such as, but not limited to, excavation, ditching, backfilling, or installation of bedding material.

Note 3 The undersigned submits the following itemized proposal and hereby authorizes the Director of Environmental Services to correct any multiplication of "Unit Price" by "Quantity" as shown under "Amount" when copying the itemized proposal sheet(s) into any contract.

Note 4 Bidder agrees that payment will be in cash as follows: On the 22nd day of each month, the Engineer will measure and compute the amount of work performed during the month and the value thereof at the contract unit price. On or about the 20th day of the month following, the Contractor shall be paid an amount equal to the value of the work performed less a retained amount of five (5) percent until construction is complete.

Note 5 The undersigned agrees that if awarded the contract for the work, the contract will be signed and satisfactory bonds filed within ten (10) days after notice of intent to award.

Note 6 It is understood that this bid becomes a part of the specifications upon the signing of the contract and that failing to comply with any part of this bid will be taken as a failure to comply with said specifications and will be just cause for rejection of work.

Note 7 As a condition of submitting this bid and in consideration of the City permitting the bid to be submitted, the bidder hereby agrees that this bid shall be irrevocable for a period of ninety (90) days and that the bid shall not be withdrawn during the ninety (90) day period from the date of the bid opening specified in the bid notice.

- Note 8 In submitting this bid, it is understood that the right is reserved by the City of Springfield to reject any and all bids, to waive any irregularities in the bidding, and to increase or decrease the amount of any class or portion of the work.
- Note 9 In submitting this proposal, contractor certifies that no employee, member, or officer of the firm or corporation is a salaried officer or employee of the City of Springfield or any of its boards or agencies, and that no salaried officer or employee of the City has any financial interest, direct or indirect, in this Contract.
- Note 10 The undersigned, as bidder, understands that the bidder awarded the contract will be required to comply, and to cause his subcontractors, if any, to comply with all federal statutes, regulations, and directives against discrimination against any person in connection with the contract, on account of race, color or national origin, and that such discrimination extends to procurement of materials and lease of equipment for use in connection with the contract.
- Note 11 The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principal are those named herein; that this proposal is made without directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with such bid of any contract which may result from its acceptance or combination of any kind or character with any other person, firm, association, or corporation, or any member or officer thereof. Bidder further certifies that the person, firm, association, or corporation making said bid is not financially interested in, or financially affiliated with, any other bidder for this Proposal; that he has carefully examined the location of the proposed work, the plans, standard specifications, and special provisions heretofore mentioned, and the form of contract and contract bond; that he proposed and agrees, if this proposal is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials specified in the contract, in the manner and time prescribed and in accordance with the requirements of the engineer as therein set forth, and that he will accept in full payment therefore the amount or amounts certified by the engineer in accordance with the bid, specifications, and contract.
- Note 12 It is understood by the undersigned, that the work to be performed under the provisions of these Contract Documents and the unit and lump sum prices named in this Proposal and the Contract based thereon shall cover the furnishing of all materials (except materials specified to be furnished by the Owner), equipment, supplies and appurtenances, all construction plant, equipment and tools, the performance of all necessary labor, supervision and services and the construction complete as indicated by and detailed on the contract plans and as stipulated in the contract specifications and other contract documents.

The scope of the work to be performed under the various unit and lump sum prices of the contract proposal is in general, defined and described under the respective applicable specification sections. It is the intent of the Proposal Form and the Special Provisions that the total bid as submitted shall cover all work shown by the Contract Drawings and as required by the attached specifications and other Contract Documents. All cost in connection with the work, and payment therefore,

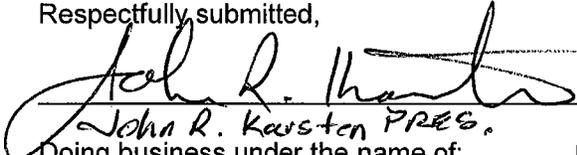
shall be included in and based on the unit and lump sum prices named in the Proposal. No item of work that is required by the Contract documents for the proper and successful completion of the contract shall be paid for outside of or in addition to the prices submitted in the Proposal, as all work not specifically set forth in the Proposal as a pay item shall be considered a subsidiary obligation of the Contractor and all cost in connection therewith shall be included in the unit or lump sum prices named in the Proposal.

NOTE 13 SIGNATURE AND IDENTITY OF BIDDER: The undersigned states that the correct LEGAL NAME and ADDRESS of (1) the individual bidder, (2) each partner or joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (3) the corporation (with the state in which it is incorporated) are shown below; that (if not signing the intention of binding himself to become the responsible and sole contractor) he is the agent of, and duly authorized in writing to sign for the bidder or bidders; and that he is signing and executing this (as indicated in the proper spaces below) as the proposal of a:

- sole individual partnership joint venture
- corporation, incorporated under laws of State of Missouri

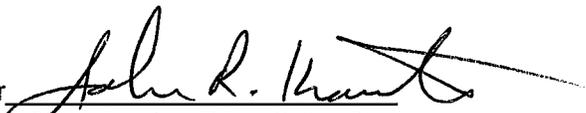
Dated June 6th, 2016

Respectfully submitted,


John R. Karston PRES.
Doing business under the name of:

Landfill Drilling & Piping Specialists, LLC
(If using a fictitious name show this name above in addition to legal name.)

(IF AN INDIVIDUAL)

Signature of Bidder 
Business Address 1001 Arboretum Drive, Suite #3
Waunakee, WI 53597
Telephone Number 608-709-2722

Landfill Drilling & Piping Specialists, LLC is a Wisconsin LLC.

(IF A CORPORATION OR JOINT VENTURE)

Firm Name _____ (SEAL)
Signed by _____ (SEAL)
Business Address _____
Telephone Number _____

Insert Name and Address of all Members of the firm

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

BA Number 0001

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	414110	000000	00000	485,000.00	Reimbursement from City Utilities
Net Revenue Adjustment						485,000.00	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
55010	08	33520	509110	000000	00000	485,000.00	Landfill Gas Collection & Control System Expansion Phase 5
Net Expenditure Adjustment						485,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To appropriate the construction of the Landfill Gas Collection & Control System Expansion Phase 5 and the reimbursement of project costs from City Utilities.

Requested By:

Stephen Meyer 6/21/16
Department Head Date

Approved By:

Mary Mann O'Decker 6/21/16
Director of Finance Date

Authorization:

Council Bill No. 2016-153
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 227
Filed: 06-21-16

Sponsored by: McClure

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 154

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into agreements with RSM
2 US LLP, to provide professional auditing services to the City and to
3 The Police Officers' and Fire Fighters' Retirement System for fiscal
4 years 2016 through 2020.
5 _____
6

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

10 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
11 two agreements with RSM US LLP, said agreements to be substantially in form and
12 content as those documents attached hereto and incorporated herein by reference as
13 “Exhibit 1” and “Exhibit 2.”
14

15 Section 2 – This ordinance shall be in full force and effect from and after
16 passage.
17

18 Passed at meeting: _____
19

20 _____
21 Mayor

22
23 Attest: _____, City Clerk
24

25 Filed as Ordinance: _____
26

27
28 Approved as to form: Rhonda Lewsader, Assistant City Attorney
29

30
31 Approved for Council action: [Signature], City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 154

FILED: 06-21-16

ORIGINATING DEPARTMENT: Finance

PURPOSE: To authorize the City Manager, or his designee, to enter into agreements with RSM US LLP, to provide professional auditing services for the City and for The Police Officers' and Fire Fighters' Retirement System for fiscal years 2016 through 2020.

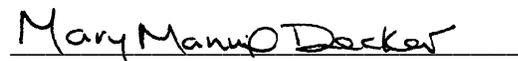
BACKGROUND: Article II, Section 2.14 of the City Charter requires that an independent audit shall be made of all accounts of the City annually by a certified public account experienced in municipal accounting selected by the City Council.

A four-member Audit Selection Committee composed of Department of Finance staff issued Requests for Proposals (RFPs) through the Division of Purchasing for auditing services. Two responses were received. The Audit Selection Committee evaluated and ranked the responses according to the selection criteria outlined in the RFPs and recommends the selection of RSM US LLP, to the City Council. The proposed agreements are attached as "Exhibit 1" and "Exhibit 2."

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 2016 through 2020.

Recommended by:

Approved by:



Mary Mannix Decker,
Director of Finance



Greg Burris, City Manager

Exhibit 1

CONTRACT NO. _____

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927

RSM
Attn: Kevin Smith
4801 Main Street, Suite 400
Kansas City, MO 64112
Ph. 816-751-4027
Email: kevin.smith@rsmus.com

AUDITOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, 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, hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Auditor to render certain auditing services hereafter described in Request for Proposal #172-2016 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Auditor submitted a proposal dated May 12, 2016 which proposal is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Auditor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

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

- 1. **Services.** The City agrees to engage the services of the Auditor and the Auditor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Auditor’s profession in performing similar services.
- 2. **Contract Documents.** The agreement between the City of Springfield and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and (4) the award letter. 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 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. The Auditor is cautioned that the proposal shall be subject to acceptance without further clarification.
 - a. **Request for Proposal Scope of Work Modifications:**
 - i. Item 1.6.1 Auditor requests that access to working papers and reports be limited to a representative of a regulator of the City.
 - ii. Item 1.6.2 Auditor agrees, to the extent allowable by professional standards.

3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Division of Purchases. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
5. **Personnel.**
 - a. The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
 - b. The Auditor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.
6. **Term.** The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Auditor in **Exhibit B**, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in **Exhibit C**.
7. **Appropriation of Funds.** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
8. **Payment.**
 - a. **Conditioned upon acceptable performance.** The City agrees to pay the Auditor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor. 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 and 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 Auditor under the terms of this contract exceed the sum of **One Hundred Thirty Thousand Six Hundred Fifty Dollars (\$130,650.00)**.

9. **Termination of Contract.**

- a. **For Breach:** If, through any cause, the Auditor shall fail to fulfill in a timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- b. **For Convenience:** The City shall have the right at any time by written notice to Auditor to terminate and cancel this contract, without cause, for the convenience of the City, and Auditor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Auditor shall, at the option of the City become its property. **It is agreed that Auditor's working papers are at all times the exclusive property of Auditor and are not subject to the terms of this agreement.** The Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

10. **Conflicts.**

- a. Auditor 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 Auditor further covenants that in the performance of this contract no person having such interest shall be employed.
- b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Auditor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Auditor 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 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, though City will attempt to so notify any such assignee.

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

Notwithstanding the terms of this clause, it is understood that Auditor subscribes to a program of peer review for maintenance of quality control as required by its profession. As part of this program, engagement files may be selected for review by other professionals under strict rules of confidentiality. Acceptance constitutes agreement for disclosure under peer review programs, with reasonable notice given by Auditor.

13. **Discrimination.** The Auditor 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, or

political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Auditor 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 Auditor. No contract will be executed by the City until this occupational license has been obtained.
15. **Compliance with Laws.** Auditor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Auditor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Auditor is current.
16. **Nonresident/Foreign Auditors.** The Auditor shall procure and maintain during the life of this contract:
 - a. If the Auditor 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.
 - 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.
17. **General Independent Auditor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent Auditor 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 Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor 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 Auditor and the City, and the City will not be liable for any obligation incurred by the Auditor, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **City Benefits.** The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
19. **Liability and Indemnity.** The parties mutually agree to the following:
 - a. In no event shall the City be liable to the Auditor 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 Auditor shall defend, indemnify, and hold 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 caused by Auditor's negligent or willful acts or omissions in the performance of this Contract (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 Auditor.

- c. The Auditor 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.
20. **Professional Liability Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
21. **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 Auditor at the addresses shown above. The date of delivery of any notice given 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 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.
22. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
23. **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.
24. **Auditor's Responsibility for Subcontractors.** It is further agreed that Auditor 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 Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor 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.
25. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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.

Director of Finance

APPROVED AS TO FORM

Assistant City Attorney

AUDITOR

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Purchasing Agent



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES**

REQUEST FOR PROPOSAL NO. 172-2016

AUDITING SERVICES: FINANCIAL STATEMENTS

RFP Due Date: 3:00 P.M. on Thursday, May 12, 2016

Location: Purchasing Division, 218 E Central, Springfield, MO 65802

Buyer: Margaret Juarez

Email: mjuarez@springfieldmo.gov

Phone: 417-864-2079

Fax: 417-864-1927

Proposals will be received by the Purchasing Division at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Auditors are strongly encouraged to carefully read the entire Request for Proposal.

April 11, 2016
Issue Date

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City Budget - <http://www.springfieldmo.gov/DocumentCenter/View/19568>

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Single Audit - <http://www.springfieldmo.gov/DocumentCenter/View/21434>

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL**

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may offer any brand which meets or exceeds the specification for any item. If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal forms.

C. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

E. Unless otherwise indicated prices quoted shall be firm for acceptance for ninety days from proposal opening and for the specified contract period.

F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper

identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for ninety (90) days after proposal opening.

4. PROPOSAL OPENING

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

A. 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.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. 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 Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer'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 days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination unless otherwise specified by the City.

E. **INVOICES:** An original and three copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

I. **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 Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its 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 manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

K. **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 Seller without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **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.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company-check is acceptable.

P. **TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

Q. **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 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, though City will attempt to so notify any such assignee.

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016
1.0 SCOPE OF WORK

1.1 GENERAL INFORMATION:

- 1.1.1 As required by Section 2.14 of the City Charter, the City of Springfield, Missouri is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2016 with the option, if exercised by the City, 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.
- 1.1.2 This section 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.
- 1.1.3 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.
- 1.1.4 Schedule: The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	April 11, 2016
Final Questions from Offers	April 26, 2016
City's response to Questions	April 29, 2016
Proposals Due Date	May 12, 2016

- 1.1.5 **Execution of Agreement:** It is anticipated the selection of a firm will be completed as quickly as possible. The successful proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Springfield Division of Purchases, enter into a contract with the City for the performance of work awarded to him/her and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

1.2 SCOPE OF WORK TO BE PERFORMED:

- 1.2.1 The auditor shall express an opinion on the fair presentation of the City's financial statements, in conformity with generally accepted accounting principles for the year ending June 30, 2016.
- 1.2.2 The auditor shall also 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.

1.3 AUDITING STANDARDS TO BE FOLLOWED: 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 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

1.4 DELIVERABLES: Following the completion of the audits of the fiscal year's financial statements, the auditor shall issue and deliver the following reports:

1.4.1 A report of independent auditors on the fair presentation of the basic financial statements for the City of Springfield for the year ending June 30 in conformity with generally accepted accounting principles.

1.4.2 A report on compliance and the internal control over financial reporting based on the following:

- Audit of the Financial Statements
- Single Audit
- Passenger Facility Charge Audit

1.4.3 In the required reports on compliance and internal controls, the auditor shall communicate any deficiencies found during the audit. A deficiency in internal control over financial reporting exist 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 combination of deficiencies, in internal control over financial reporting, 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.

1.4.4 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 of Finance prior to inclusion in the management letter.

1.4.5 The reports on compliance shall include all instances of noncompliance, required to be reported by ***Governmental Auditing Standards***.

1.4.6 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 of Finance.

1.5 SPECIAL CONSIDERATIONS:

1.5.1 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.

1.5.2 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.

1.5.3 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.

1.5.4 The City's most recent OMB Circular A-133 audit did not reveal any deficiencies in internal control over financial reporting that were considered to be material weaknesses or significant deficiencies. There were no findings or questioned costs.

1.5.5 Management believes it has addressed all findings for the fiscal year ending June 30, 2016.

1.5.6 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.

1.6 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

1.6.1 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 City of Springfield, Missouri (the City)
- The auditor of the City's basic financial statements
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments, or by the City as part of an audit quality review process

1.6.2 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.

1.7 SPECIAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

1.7.1 **Term:** The term of this contract shall be for one year beginning on July 1, 2016. The City may, at its sole option, extend the contract for up to four (4) additional one year terms upon written notice to the Contractor.

1.7.2 **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

- 1.7.3 **Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
- 1.7.4 **Incurred Expenses:** The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 1.7.5 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews (i.e. travel, accommodations, etc.)
- 1.7.6 **Request for Additional Information:** The proposer 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 proposer as it deems appropriate.
- 1.7.7 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals and to waive minor irregularities in the procedures.
- 1.7.8 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening date.
- 1.7.9 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers 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.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event

of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 1.7.10 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 1.7.11 **Non-Exclusive Contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 1.7.12 **Exceptions:** If the Offeror desires to take any exception to the terms, conditions and requirements of the RFP, the proposer must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 1.7.13 **Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 1.7.14 **Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate 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.
- 1.7.15 **Authorization:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
- 1.7.16 **Time of Completion:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's proposal.
- 1.7.17 **Manner of Payment:**
 - 1.7.17.1 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 dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.
 - 1.7.17.2 Payments shall be made to auditor within thirty (30) working days following submission of proper invoice to the City.

1.7.17.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this request for proposals.

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016
2.0 DESCRIPTION OF THE CITY OF SPRINGFIELD

2.1 BACKGROUND INFORMATION:

- 2.1.1 The City's 2016 Annual Operating Budget is located at the following web site:
<http://www.springfieldmo.gov/DocumentCenter/View/19568>
- 2.1.2 The Annual Financial Report for the year ended June 30, 2015 is located at the following web site: <http://www.springfieldmo.gov/DocumentCenter/View/21433>
- 2.1.3 The Annual Financial Report is prepared by the City of Springfield and is usually issued during the month of December.
- 2.1.4 The current Auditing Firm for the City of Springfield is BKD, LLP who has been on contract since July 2, 2012. The contract with BKD has no one-year renewals remaining which is why we are asking for proposals at this time. Total audit fees for fiscal year ended June 30, 2015, totaled \$133,299.44.
- 2.1.5 During the fiscal year ended June 30, 2015, the City reported a total of six major funds, consisting of four major governmental funds and two major enterprise funds. All bids should be based on a minimum of six major funds and a per unit cost for each additional major fund audited.
- 2.1.6 During the fiscal year ended June 30, 2015, the City reported in excess of \$16.3 million in expenditures of federal financial awards. During the fiscal year to be audited, total expenditures of federal awards will be similar in nature. It is anticipated that the federal award programs will include, but may not be limited to Home Investment Partnership Programs, Community Development Block Grants (CDGB), Workforce Investment Act Grants, Environmental Protections Agency Programs, Department of Justice Grants, Department of Health and Human Services Grants, Department of Homeland Security Grants, Airport Improvement Program Grants, and Highway Planning and Construction Grants. All bids should be based on a minimum of three major programs and a per unit cost for each additional major program audited.
- 2.1.7 The auditor's principal contact with the City will be the Accounting Manager for scheduling requirements and questions related to the financial process.
- 2.1.8 **Computer Systems:** The City operates with Oracle Financial Management and HR/Payroll software. These systems will operate on Sun Solaris server's located offsite at the "Bluebird Underground". The City completed a system upgrade from Oracle platform 11.5.10 to Oracle platform 12.1.3 during fiscal year 2014. The City does not have any planned system upgrades with the exception of Oracle mandated patches.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016
3.0 TIME REQUIREMENTS**

3.1 SCHEDULE FOR THE 2016 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.

3.1.1 Interim Work: The auditor shall complete any required interim work during the months of July and August 2016. Historically, the interim work has taken 1-2 weeks with 2-3 auditors.

3.1.2 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 29, 2016.

3.1.3 Date Final Field Work May Commence: The City shall have all records ready for final audit and all personnel available to meet with the firm's personnel on October 3, 2016. The auditor shall complete all final field work by November 18, 2016. Historically, Final Field Work has taken 4-5 weeks with 3-6 auditors.

3.1.4 Draft Reports: The auditor shall have draft of the audited financial statements and reports available for review November 25, 2016.

3.1.5 Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered to the Director of Finance by December 7, 2016.

3.1.6 The auditor shall make two separate presentations of the deliverables prior to December 31, 2016. The first presentation will be made to the City Manager and Finance Director. The second presentation will be made to the City Council. The presentation to the City Council will be made on either December 13, 2016 or December 20, 2016, pending the availability of City Council. All reports should be completed and available for the presentation to the City Council.

3.1.7 The auditor shall deliver an electronic version of the audited financial statements to the City immediately following the presentation to City Council.

3.2 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:**

3.2.1 An entrance conference with the Director of Finance and Accounting Manager shall be held at the start of both interim and final fieldwork.

3.2.2 Weekly progress reporting shall be made with the 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.

- 3.2.3 An exit conference with the Director of Finance and Accounting Manager shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.
- 3.2.4 An additional exit conference with the Director of Finance, Accounting Manager and City Manager shall be scheduled at the end of fieldwork to summarize the results of fieldwork and to review significant findings, including proposed management letter comments.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016**

4.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE:

- 4.1.1 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. Internal audit staff is not available to direct the audit or perform work of the auditor. 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.
- 4.1.2 Information Systems personnel will be available to assist the auditor with preparation of I.S. reports and schedules and statistical data for inclusion in the audit report.
- 4.1.3 City staff shall prepare working papers summarizing all sources of revenues and expenditures for the audit period.

4.2 STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF:

- 4.2.1 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.
- 4.2.2 City of Springfield staff shall prepare working papers summarizing all sources of federal awards for use in the completion of the OMB Circular A-133 audit.
- 4.2.3 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.

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016
5.0 SUBMISSION OF PROPOSALS/INSTRUCTIONS TO OFFERORS

5.1 GENERAL INSTRUCTIONS: In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested.

5.1.1 The Offeror is strongly encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in the Scope of Work.

5.1.2 **Forms and Attachments:** The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form.

5.1.3 **Proposal Due Date:** Sealed proposals with one (1) original, four (4) complete copies, and one (1) complete electronic copy stored on a CD or portable drive (flash type) shall be received at the Division of Purchases no later than **3:00 p.m., Thursday, May 12, 2016**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:

CITY OF SPRINGFIELD
MARGARET JUAREZ
218 E. CENTRAL
SPRINGFIELD, MO 65802

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL: #172-2016"

5.1.4 **Addenda:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City Purchasing Agent will furnish the revision by written Addendum to all prospective proposers who received an original Request for Proposal.

5.1.5 **Proposal Format:**

I. **Title Page:** Title page showing the Request For Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

II. **Table of Contents**

III. **Transmittal Letter:** A signed letter of transmittal briefly stating the Offeror's understanding of the work to be done, acceptance of all terms and conditions specified in the Request for Proposal (any terms and conditions not accepted must be specifically identified in the transmittal letter), a commitment to perform the work within the time

period, and a statement that the proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

IV. **Technical Proposal:** The method by which the detailed proposal is organized is left to the discretion of the Offeror. However, the detailed proposal shall include a discussion of all items set forth in Part 5.3 of this request for proposal.

V. **Certificates of Insurance:** Submit with your proposal a Certificate of Insurance for your Professional Liability and Errors and Omissions insurance.

5.2 PROPOSAL EVALUATION PROCESS: The steps and activities in the proposal process will include the following:

5.2.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

5.2.2 **Criteria for Award:** The evaluation committee will evaluate the proposals. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and mandatory terms and conditions set forth in the RFP. The objective of the evaluation will be to select a firm that is most responsive to the described needs of the City. Proposals which are responsive to the Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 30% Demonstrated experience with auditing entities similar to the City of Springfield.
- 20% Overall responsiveness and quality of the proposal in clearly demonstrating an understanding of the work to be performed.
- 25% Ability of the proposer to perform the required services and consideration of the proposer's capacity, structure, and financial stability, including the Experience, qualifications, and availability of the primary contact(s) and support staff assigned to the City.
- 25% Cost of the proposer's services to the City.

5.2.3 Mandatory Elements:

5.2.3.1 The audit firm is independent and licensed to practice in the State of Missouri.

5.2.3.2 The firm's past experience on comparable government engagements.

5.2.3.3 The firm has no conflict of interest with regard to any other work performed by the firm for the City.

5.2.3.4 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.

5.2.3.5 The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

5.2.3.6 The proposal demonstrates that the firm has an understanding of the audit objectives, the City's needs and final products to be delivered.

5.2.3.7 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.

5.2.4 Technical Qualifications/Expertise and Experience:

- Assigned practice office and audit staff experience
- Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement
- The quality and municipal government experience of the firm's professional personnel to be assigned to the engagement
 - Audit approach, reference comments, and other relevant experience
 - Quality of audit work of assigned practice office

5.3 TECHNICAL PROPOSAL:

5.3.1 General Instructions:

5.3.1.1 The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City's financial statements in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the requirements of this Request for Proposal.

5.3.1.2 The technical proposal shall address all the points outlined in the request for proposals (excluding any cost information which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, items Nos. 3.2 through 3.9, must be included. They represent the criteria against which the proposal will be evaluated.

5.3.2 Independence:

5.3.2.1 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.

- 5.3.2.2 The firm shall also 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.
- 5.3.2.3 In addition, 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.
- 5.3.3 **License to Practice in the State of Missouri:** 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.
- 5.3.4 **Firm Qualifications and Experience:**
- 5.3.4.1 The proposal shall state:
- a. The size of the firm
 - b. The size of the firm's governmental audit staff
 - c. The location of the practice office from which the work on this engagement is to be performed. For the assigned practice office, indicate:
 - the number of staff by discipline (financial audit, information technology, tax, consulting)
 - the number of staff by category (partner, manager, etc.)
 - the number of staff with governmental audit or consulting experience
 - description of current audit client base by industry, size, etc.
- 5.3.4.2 The firm shall also 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.
- 5.3.4.3 The firm shall also 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.
- 5.3.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practice office.
- 5.3.4.5 The proposal shall describe the professional liability and errors and omissions insurance coverage maintained by the firm including the amounts of maximum coverage and deductibles or retentions.

5.3.5 Partner, Supervisory and Staff Qualifications and Experience:

- 5.3.5.1 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.
- 5.3.5.2 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.
- 5.3.5.3 Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement.
- 5.3.5.4 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.

5.3.6 Description of Relevant Practice Office Experience:

- 5.3.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2012 and 2015)
- 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).
- 5.3.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to the City of Springfield:
- 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

5.3.7 Specific Audit Approach:

- 5.3.7.1 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 Two - Scope of Work of this request for proposals. 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.

5.3.7.2 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 your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in 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.

5.3.8 **Identification of Anticipated Potential Audit Problems:** 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.

5.3.9 Other Information

5.3.9.1 **Staff Education and Development:** The proposal shall identify the firm's policies and practices regarding staff education and development.

5.3.9.2 **Staff Turnover:** Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

5.3.9.3 **Rotation Policy:** Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

5.3.9.4 **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.

- 5.4 PRICE:** Cost will be a factor in the selection of an audit firm.
- 5.5 OTHER CONSIDERATIONS:**
- Litigation, pending or settled, involving the proposed practice office
 - Disciplinary actions involving the proposed practice office
- 5.6 SHORT LIST:** Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 5.6.1 The City Purchasing Agent will confer with all responsible proposers who have been short-listed and may arrange, if necessary, for interviews/presentations by the short listed firms.
- 5.6.2 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 5.7** The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.
- 5.8 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer 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 a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).
- 5.8.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City Purchasing Agent or his designee in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the RFP, which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.
- 5.8.2 It will be the responsibility of the proposer 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.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016**

OFFER AND SCHEDULE OF PROFESSIONAL FEES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2016 FINANCIAL STATEMENTS

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$ _____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____	\$ _____
Seniors	_____	\$ _____	\$ _____	\$ _____
Other Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____	\$ _____
Other (specify)	_____	\$ _____	\$ _____	\$ _____
Subtotal				\$ _____
Total for services described in Part Two of the Request For Proposal				\$ _____
Out-of-pocket expenses (Not to Exceed):				
Meals and lodging				\$ _____
Transportation				\$ _____
Total all-inclusive maximum price for 2016 Audit 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.**

CONTRACT NO. _____

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927

Auditor
Company Name
Attn: _____
Address _____

Ph. _____
Fax _____

AUDITOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, 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 _____, (type of entity) hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Auditor to render certain auditing services hereafter described in Request for Proposal #172-2016 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Auditor submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Auditor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

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

1. **Services.** The City agrees to engage the services of the Auditor and the Auditor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Auditor's profession in performing similar services.
2. **Contract Documents.** The agreement between the City of Springfield and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and (4) the award letter. 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 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. The Auditor is cautioned that the proposal shall be subject to acceptance without further clarification.
3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Division of Purchases. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel.**
 - a. The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

 - b. The Auditor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. **Term.** The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Auditor in **Exhibit B**, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in **Exhibit C**.

7. **Appropriation of Funds.** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. **Payment.**
 - a. **Conditioned upon acceptable performance.** The City agrees to pay the Auditor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor. 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 and 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 Auditor under the terms of this contract exceed the sum of _____ **Dollars**
(\$_____).

9. **Termination of Contract.**
 - a. **For Breach:** If, through any cause, the Auditor shall fail to fulfill in a timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

- b. **For Convenience:** The City shall have the right at any time by written notice to Auditor to terminate and cancel this contract, without cause, for the convenience of the City, and Auditor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Auditor shall, at the option of the City become its property. The Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

10. **Conflicts.**

- a. Auditor 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 Auditor further covenants that in the performance of this contract no person having such interest shall be employed.
- b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Auditor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Auditor 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 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, though City will attempt to so notify any such assignee.

12. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Auditor under this contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Auditor without prior written approval of the City.
13. **Discrimination.** The Auditor 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, or political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Auditor 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 Auditor. No contract will be executed by the City until this occupational license has been obtained.

15. **Compliance with Laws.** Auditor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Auditor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Auditor is current.

16. **Nonresident/Foreign Auditors.** The Auditor shall procure and maintain during the life of this contract:

- a. If the Auditor 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.

- 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.
17. **General Independent Auditor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent Auditor 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 Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor 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 Auditor and the City, and the City will not be liable for any obligation incurred by the Auditor, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **City Benefits.** The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
19. **Liability and Indemnity.** The parties mutually agree to the following:
- a. In no event shall the City be liable to the Auditor 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 Auditor shall defend, indemnify, and hold 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 of any subcontract there under (the Contract or 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 Auditor.
 - c. The Auditor 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.
20. **Professional Liability Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
21. **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 Auditor at the addresses shown above. The date of delivery of any notice given 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 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.
22. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

- 23. **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.
- 24. **Auditor's Responsibility for Subcontractors.** It is further agreed that Auditor 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 Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor 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.
- 25. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

AUDITOR

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.

By: _____

Name: _____

Title: _____

Mary Mannix-Decker, Director of Finance

CITY OF SPRINGFIELD, MISSOURI

By: _____

Michael Bell
Acting City Purchasing Agent

APPROVED AS TO FORM

Assistant City Attorney

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

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.

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 (2)]

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.

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample.*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417-864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO PROPOSAL"
REQUEST FOR PROPOSAL #172-2016**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND
DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP #172-2016** FOR **AUDITING SERVICES:
FINANCIAL STATEMENTS** 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: _____



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
REQUEST FOR PROPOSAL #172-2016

ADDENDUM #1

**R
E
T
U
R
N**

TO: Margaret Juarez, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: May 2, 2016
Buyer's Email: mjuarez@springfieldmo.gov
Telephone Number: 417-864-2079
Fax Number: 417-864-1927
DUE DATE: MAY 12, 2016

The Request for Proposal specified above is hereby amended and revised as described below. **This addendum must be acknowledged on the Affidavit of Compliance provided in the original bid documents.**

DESCRIPTION

AUDITING SERVICES: FINANCIAL STATEMENTS

Responses to Questions:

1. Does the City have a mandatory rotation policy for audit firms, or has the current audit firm been invited to bid?

No, the current audit firm has been invited to bid.

2. Has there been any significant turnover in the accounting staff over the past year or any changes you'd expect would impact fieldwork?

No, there has been no change in key accounting staff.

3. Are members of the Selection Committee with the City, or outside participants?

The members include the Director of Finance, Accounting Manager, and two financial analysts involved with the audit process.

4. What, if anything, would the City like to see changed about their current audit process? Are there any improvement areas you'd recommend to your auditor?

The City has received quality audits from their current firm. The firm has been very responsive to all requests throughout the term of the contract.

5. In section 2.1.3 of the RFP, it notes the City prepares the annual financial report:
- If the City drafts the financials, are they available to start reviewing during audit fieldwork traditionally, or after fieldwork has concluded?
 - Section 3.1.4 of the RFP notes the auditor shall have a draft of the financial statements available for review by November 25th – when is the first draft provided by the City for review?

Fund financial statements are usually available during the second week of audit fieldwork. The government-wide financial statements are available in the latter part of fieldwork. The City did not have our LAGERS data until November 20, 2015, which delayed the completion of the government wide statements. This did not result in a delay of the scheduled audit presentation to City Council.

6. Were there any journal entries proposed by the audit firm during 2015 audit? Is there a list of these journal entries available?

No.

7. Was a management letter issued during the 2015 audit, if so, is this available for review?

Yes, please see the attachments titled "Bid 172-2016RFP – Addendum #1 - Exhibit 1" and "Bid 172-2016RFP – Addendum #1- Exhibit 2".

8. For the schedule of professional fees submitted in the proposal response, is a price quote being requested for only 2016, or also for the 4 optional years to renew?

Any change during the optional 4 years should be specified.

9. When are the City Utilities' audited financial statements usually finalized and available to review with the City's CAFR?

The audit of City Utilities of Springfield, Missouri, for the years ended September 30, 2014 and 2013, was dated December 18, 2014 by the audit firm.

10. Who does the City use as its actuary for the Police and Fire Retirement System Plan, and the OPEB plan?

Milliman is the actuary for the Police and Fire Retirement System Plan and Segal is the OPEB actuary.

11. Section 2.1.4 of the RFP notes audit fees for fiscal year ended June 30, 2015 were \$133,299 – was there an allocation between the financial statement audit and single audit?

*Financial statement audit: \$113,923
Single Audit: \$25,000*

The total audit costs were \$138,924. The total noted in the original RFP did not include the airport PFC.

City Manager and Director of Finance
City of Springfield, Missouri
Springfield, Missouri

In planning and performing our audit of the financial statements of City of Springfield, Missouri, as of and for the year ended June 30, 2015, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations*, we considered the City's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all deficiencies, significant deficiencies or material weaknesses have been identified.

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 of the City's financial statements on a timely basis. A deficiency in design exists when a control necessary to meet a control objective is missing or an existing control is not properly designed so that, even if the control operates as designed, a control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

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 City's financial statements will not be prevented or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or 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.

We observed the following matters that we consider to be deficiencies.

Deficiencies

Community Development Fund Interest Receivable

Interest receivable is not currently being accrued on Community Development Fund notes receivable. We estimated accrued interest receivable at year end based on the July 2015 interest paid by borrowers. Our estimate of year-end interest receivable is \$101,000. An adjustment for this amount in the Community Development Fund has been proposed and passed during the fiscal year 2015 audit. The estimate of interest receivable proposed but not recorded during the fiscal year 2014 audit was \$121,000.

We recommend the City accrue interest receivable on Community Development Fund notes receivable going forward.

Accounts Payable Cutoff

We selected samples of payments subsequent to June 30, 2015, to determine appropriate cutoff of expenditures at year end by opinion unit. During our testing, we noticed items below \$10,000 that had not been accrued at year end. In discussion with the Finance Department, the City does not accrue any expense that is received after year end that is not above \$10,000. We estimated the liability that should have been accrued among all funds to be approximately \$49,000. We also noted the purchasing card activity for the last day of the fiscal year totaling approximately \$29,000 was not accrued. We recommend that the City accrue all expenses that relate to the fiscal year.

OTHER MATTERS

Although not considered material weaknesses, significant deficiencies or deficiencies in internal control over financial reporting, we observed the following matters and offer these comments and suggestions with respect to matters which came to our attention during the course of the audit of the financial statements. Our audit procedures are designed primarily to enable us to form an opinion on the financial statements and, therefore, may not bring to light all weaknesses in policies and procedures that may exist.

However, these matters are offered as constructive suggestions for the consideration of management as part of the ongoing process of modifying and improving accounting controls and the financial and administrative practices and procedures. We can discuss these matters further at your convenience and may provide implementation assistance for changes or improvements.

Planning and Development Department Notes Receivable Software Implementation

During our review of notes receivable with the Planning and Development Financial Analyst, we noted that the loan reconciliation and billing process is manual and time consuming for the Planning and Development staff. We also noted that the implementation of a new, internally developed loan software was completed during the year. Currently, the Financial Analyst and her staff maintain Excel amortization files on some loans that have not been added to the new system. In discussion with the department, all additional loans will be added to the system but there are a few loans that are still maintained manually. We recommend that the City incorporate the remaining manual loans into the new loan software system. Amortization schedules in Excel can be easily manipulated and increase the likelihood of an error in billing and posting a loan payment.

Increased Oversight through Continuous Auditing

One way to increase oversight over routine transactions with little additional time from management personnel is the use of continuous auditing. Continuous auditing is the routine use of electronic auditing tools and methods which have the ability to effectively and efficiently analyze an entire data set, as opposed to traditional oversight methods such as manually reviewing only high dollar items. There are various software tools available that can be set up to perform automated processes at scheduled times. Continuous auditing processes can be developed to address many risks.

Below are a few of the schemes and errors that can potentially be identified through an electronic analysis:

- Fictitious vendors
- Significant alterations of hours and wages
- Ghost employees
- Duplicate payments
- Inappropriate purchasing card transactions
- Employees paid as vendors (undisclosed conflicts of interest)

Electronic data analysis does not provide assurance that irregularities will be discovered; however, it is a tool that can be effective when used in conjunction with management's other efforts to detect fraud and errors.

Affordable Care Act Employer Reporting Requirement

New reporting requirements under the Patient Protection and Affordable Care Act (ACA) will take effect for calendar year 2015, with initial reporting in early 2016. The IRS will use the new reporting statements to enforce penalties relating to the individual mandate and employer mandate rules.

Beginning with the 2015 calendar year, ACA requires certain employers to annually furnish new informational forms that follow the same due dates as Form W-2 filings. These informational forms provide a mechanism for the IRS to monitor compliance with the employer-provided health insurance mandate, individual shared responsibility mandate and employee's entitlement to an individual premium tax credit.

Employers with more than 50 full time employees (FTEs) must provide FTEs with Form 1095-C, Employer-Provided Health Insurance and Coverage. Forms 1095-C are transmitted by the employer to the IRS with Form 1094-C. Failure to accurately file these forms or intentional disregard of the filing requirement could subject the employer to a penalty of \$250 per form.

This communication is intended solely for the information and use of management, and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

BKD, LLP

December 14, 2015
Springfield, Missouri

The Honorable Mayor and Members of the City Council
City of Springfield, Missouri
Springfield, Missouri

As part of our audits of the financial statements and compliance of City of Springfield, Missouri (the "City") as of and for the year ended June 30, 2015, we wish to communicate the following to you.

AUDIT SCOPE AND RESULTS

Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America and the Standards Applicable to Financial Audits Contained in Government Auditing Standards Issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Nonprofit Organizations

An audit performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, and Nonprofit Organizations* is designed to obtain reasonable, rather than absolute, assurance about the financial statements and about whether noncompliance with the types of compliance requirements described in OMB Circular A-133 that could have a direct and material effect on a major federal program occurred. In performing auditing procedures, we establish scopes of audit tests in relation to the financial statements taken as a whole. Our engagement does not include a detailed audit of every transaction. Our engagement letter more specifically describes our responsibilities.

These standards require communication of significant matters related to the financial statement and compliance audits that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process. Such matters are communicated in the remainder of this letter or have previously been communicated during other phases of the audit. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.

Audits of the financial statements and compliance do not relieve management or those charged with governance of their responsibilities. Our engagement letter more specifically describes your responsibilities.

Qualitative Aspects of Significant Accounting Policies and Practices

Significant Accounting Policies

The City's significant accounting policies are described in *Note 1* of the audited financial statements.

Alternative Accounting Treatments

No matters are reportable.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. The following areas involve significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates:

- Allowance for uncollectible loans
- Accrued claims and judgments
- Estimated liability for incurred but unreported claims
- Accrued landfill closure and postclosure care costs
- Other post-employment benefits (OPEB)
- Net pension asset and liability and related deferred outflows and inflows of resources
- Compensated absences

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Change in Accounting Principle
- Employee Retirement Systems and Plans
- Postretirement Benefits Other than Pensions
- Closure and Postclosure Care Costs
- Risk Management

Audit Adjustments

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments which, in its judgment, are required to prevent the financial statements from being materially misstated. Some adjustments proposed were not recorded because their aggregate effect is not currently material; however, they involve areas in which adjustments in the future could be material, individually or in the aggregate.

Proposed Audit Adjustments Not Recorded

Attached is a summary of uncorrected misstatements we aggregated during the current engagement and pertaining to the latest period presented that were determined by management to be immaterial, both individually and in the aggregate, to the financial statements as a whole.

Auditor's Judgments About the Quality of the Entity's Accounting Principles

During the course of the audit, we made the following observations regarding the City's application of accounting principles:

- The Governmental Accounting Standards Board issued Statement No. 68, *Accounting and Financial Reporting for Pensions— an amendment of GASB Statement No. 27*, as amended by GASB Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*. The City's application of these statements required recording of the City's net pension liability or asset, and related amounts, in the governmental activities, business-type activities and enterprise funds financial statements. The City recorded a net pension liability in the governmental activities statement of net position for the Police Officers' and Fire Fighters' Retirement System. The City recorded a net pension asset in the statements of net position of the City's governmental activities, business-type activities and enterprise funds for the Missouri Local Government Employees Retirement System. The City first applied GASB Statements No. 68 and No. 71 during the year ended June 30, 2015.

Other Material Written Communications

Listed below are other material written communications between management and us related to the audit:

- Management representation letter (attached)
- Management letter dated December 14, 2015, communicating other deficiencies in internal control that are not considered material weaknesses or significant deficiencies

OTHER MATTERS

We observed the following matters and offer these comments and suggestions with respect to matters which came to our attention during the course of the audit of the financial statements. Our audit procedures are designed primarily to enable us to form an opinion on the financial statements and, therefore, may not bring to light all weaknesses in policies and procedures that may exist. However, these matters are offered as constructive suggestions for the consideration of management as part of the ongoing process of modifying and improving financial and administrative practices and procedures. We can discuss these matters further at your convenience and may provide implementation assistance for changes or improvements.

Increased Oversight through Continuous Auditing

One way to increase oversight over routine transactions with little additional time from management personnel is the use of continuous auditing. Continuous auditing is the routine use of electronic auditing tools and methods which have the ability to effectively and efficiently analyze an entire data set, as opposed to traditional oversight methods such as manually reviewing only high dollar items. There are various software tools available that can be set up to perform automated processes at scheduled times. Continuous auditing processes can be developed to address many risks.

Below are a few of the schemes and errors that can potentially be identified through an electronic analysis:

- Fictitious vendors
- Significant alterations of hours and wages
- Ghost employees
- Duplicate payments
- Inappropriate purchasing card transactions
- Employees paid as vendors (undisclosed conflicts of interest)

Electronic data analysis does not provide assurance that irregularities will be discovered; however, it is a tool that can be effective when used in conjunction with management's other efforts to detect fraud and errors.

Significant Changes to Federal Grant Policies

In December 2013, the Office of Management and Budget issued final guidance to supersede and streamline requirements from OMB Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122 and A-133 by consolidating into one document the federal government's guidance on "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." This guidance, commonly referred to as the Omni- or Super Circular, is effective for all federal awards or funding increments provided after December 26, 2014, and the audit requirement changes contained therein will be effective for years *beginning on or after* December 26, 2014. The final guidance is located in Title 2 of the Code of Federal Regulations.

The new guidance raises the audit threshold and the minimum Type A/B program threshold to \$750,000, simplifies, in many instances, the support requirements for the indirect cost rate used and increases the focus on internal controls over compliance with federal program rules.

Personnel in your organization responsible for federal grant administration will need to become familiar with this new guidance and, in most cases, certain controls over compliance with federal program rules and guidance will require modification as a result of implementing this new guidance.

This communication is intended solely for the information and use of management, the Honorable Mayor and Members of the City Council and others within the organization and is not intended to be and should not be used by anyone other than these specified parties.

BKD, LLP

Springfield, Missouri
December 14, 2015

December 14, 2015

BKD, LLP
Certified Public Accountants
P.O. Box 1190
Springfield, Missouri 65801-1190

We are providing this letter in connection with your audits of our financial statements as of and for the years ended June 30, 2015 and your audit of our compliance with requirements applicable to each of our major federal awards programs as of and for the year ended June 30, 2015. We confirm that we are responsible for the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control over financial reporting, operations and compliance, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, the following:

1. We have fulfilled our responsibilities, as set out in the terms of our contract dated June 2, 2015, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility 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.
3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
4. We have provided you with:
 - (a) Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation and other matters.

Department of Finance
840 Boonville Avenue P.O. Box 8368, Springfield, Missouri 65801
(417)-864-1625 • Fax: (417)-864-1880 • springfieldmo.gov



- (b) Additional information that you have requested from us for the purpose of the audit.
 - (c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - (d) All minutes of meetings of City Council held through the date of this letter.
 - (e) All significant contracts and grants.
5. All transactions have been recorded in the accounting records and are reflected in the financial statements.
6. We have informed you of all current risks of a material amount that are not adequately prevented or detected by entity procedures with respect to:
- (a) Misappropriation of assets.
 - (b) Misrepresented or misstated assets, liabilities or net position.
7. We believe the effects of the uncorrected financial statement misstatements summarized in the attached schedule are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
8. We have no knowledge of any known or suspected:
- (a) Fraudulent financial reporting or misappropriation of assets involving management or employees who have significant roles in internal control.
 - (b) Fraudulent financial reporting or misappropriation of assets involving others that could have a material effect on the financial statements.
9. We have no knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, customers, regulators, suppliers or others.
10. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America. We understand that the term related party refers to an affiliate; management, and members of their immediate families, component units; and any other party with which the entity may deal if it can significantly influence, or be influenced by, the management or operating policies of the other. The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with us.

11. Except as reflected in the financial statements, there are no:
 - (a) Plans or intentions that may materially affect carrying values or classifications of assets and liabilities.
 - (b) Material transactions omitted or improperly recorded in the financial statements.
 - (c) Material gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
 - (d) Events occurring subsequent to the balance sheet date through the date of this letter requiring adjustment or disclosure in the financial statements.
 - (e) Agreements to purchase assets previously sold.
 - (f) Restrictions on cash balances or compensating balance agreements.
 - (g) Guarantees, whether written or oral, under which the City is contingently liable.
12. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
13. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America.
14. Adequate provisions and allowances have been accrued for any material losses from:
 - (a) Uncollectible receivables.
 - (b) Reducing obsolete or excess inventories to estimated net realizable value.
 - (c) Sales commitments, including those unable to be fulfilled.
 - (d) Purchase commitments in excess of normal requirements or above prevailing market prices.
15. Except as disclosed in the financial statements, we have:
 - (a) Satisfactory title to all recorded assets, and they are not subject to any liens, pledges or other encumbrances.

- (b) Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.
- 16. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.
- 17. We have evaluated all projects in construction in progress at year end and have determined that all material completed projects have been placed in service.
- 18. With regard to deposit and investment activities:
 - (a) All deposit, repurchase and reverse repurchase agreements and investment transactions have been made in accordance with legal and contractual requirements.
 - (b) Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
 - (c) We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.
- 19. With respect to any nonattest services you have provided us during the year:
 - (a) We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
 - (b) We have established and monitored the performance of the nonattest services to ensure that they meet our objectives.
 - (c) We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.
 - (d) We have evaluated the adequacy of the services performed and any findings that resulted.
- 20. We acknowledge that we are responsible for compliance with applicable laws, regulations and provisions of contracts and grant agreements.
- 21. We have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.

22. We have identified and disclosed to you any violations or possible violations of laws, regulations and provisions of contracts and grant agreements whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.
23. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts or violations of provisions of contracts or grant agreements that you or other auditors report.
24. We have a process to track the status of audit findings and recommendations.
25. We have identified to you any previous financial audits, attestation engagements, performance audits or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements or other studies.
26. With regard to federal awards programs:
 - (a) We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations or in any other form.
 - (b) We have identified the types of compliance requirements described in the *U. S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; Davis-Bacon Act; eligibility; equipment and real property management; matching, level of effort, earmarking; period of availability of federal funds; procurement and suspension and debarment; program income; real property acquisition and relocation assistance; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.
 - (c) We are responsible to understand and comply with the requirements of laws, regulations, contracts and grants applicable to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. Except for any instances of noncompliance we have disclosed to you, we believe the City has complied with all applicable compliance requirements.
 - (d) We are responsible for establishing and maintaining effective internal control over compliance to provide reasonable assurance we have administered each of our federal awards programs in compliance with

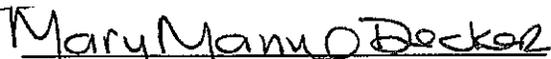
requirements of laws, regulations, contracts and grants applicable to those programs.

- (e) We have made available to you all contracts and grant agreements, including any amendments, and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.
- (f) The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.
- (g) The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system or pass-through entity in the case of a subrecipient.
- (h) Amounts claimed or used for matching were determined in accordance with the applicable OMB Circular regarding cost principles.
- (i) We have monitored any subrecipients to determine that they have expended federal awards in accordance with applicable laws and regulations and have met the audit and other requirements of OMB Circular A-133.
- (j) We have taken appropriate corrective action on a timely basis after receipt of any subrecipient's auditor's report that identified findings and questioned costs pertaining to federal awards programs passed through to the subrecipient by us.
- (k) We have considered the results of any subrecipient's audits received and made any necessary adjustments to our books and records.
- (l) We have disclosed to you any communications from grantors and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.
- (m) We have identified to you any previous compliance audits, attestation engagements and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements or other monitoring.
- (n) The summary schedule of prior audit findings correctly states the status of all audit findings included in the OMB Circular A-133 section of the prior audit's schedule of findings and questioned costs and any uncorrected open

findings included in the prior audit's summary schedule of prior audit findings as of the date of this letter.

27. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, budgetary comparisons and pension information, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.
28. With regard to supplementary information:
- (a) We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.
 - (b) We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.
 - (c) The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period.
 - (d) We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.
 - (e) If the supplementary information is not presented with the audited financial statements, we acknowledge we will make the audited financial statements readily available to intended users of the supplementary information no later than the date such information and the related auditor's report are issued.


Greg Burris, City Manager


Mary Manix-Decker, Director of Finance


David Holtmann, Accounting Manager

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Governmental Activities (Government-Wide Statements)

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	719,744,654		719,744,654	
Total Liabilities & Deferred Inflows	(307,010,029)		(307,010,029)	
Total Net Position	(412,734,625)		(412,734,625)	
General Revenues & Transfers	(174,327,664)		(174,327,664)	
Net Program Revenues/ Expenses	142,673,206	1,199,180	143,872,386	0.84%
Change in Net Position	(31,654,458)	1,199,180	(30,455,278)	-3.79%

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Business Type Activities (Government-Wide Statements)

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	644,249,993		644,249,993	
Total Liabilities & Deferred Inflows	(258,716,610)		(258,716,610)	
Total Net Position	(385,533,383)		(385,533,383)	
General Revenues & Transfers	(665,118)		(665,118)	
Net Program Revenues/ Expenses	(11,525,606)	218,487	(11,307,119)	-1.90%
Change in Net Position	(12,190,724)	218,487	(11,972,237)	-1.79%

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

General Fund

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	28,426,104		28,426,104	
Total Liabilities & Deferred Inflows	(2,649,736)	(61,468)	(2,711,204)	2.32%
Total Fund Balance	(25,776,368)	61,468	(25,714,900)	-0.24%
Revenues	(75,287,381)		(75,287,381)	
Expenditures	74,437,053	61,468	74,498,521	0.08%
Change in Fund Balance	(196,853)	61,468	(135,385)	-31.23%

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Community Development Fund

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	47,268,567	100,874	47,369,441	0.21%
Total Liabilities & Deferred Inflows	(80,106)		(80,106)	
Total Fund Balance	(47,188,461)	(100,874)	(47,289,335)	0.21%
Revenues	(3,287,080)	19,855	(3,267,225)	-0.60%
Expenditures	2,716,067		2,716,067	
Change in Fund Balance	(391,033)	19,855	(371,178)	-5.08%

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Public Parks Fund

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	7,991,302		7,991,302	
Total Liabilities & Deferred Inflows	(6,485,086)	(16,809)	(6,501,895)	0.26%
Total Fund Balance	(1,506,216)	16,809	(1,489,407)	-1.12%
Revenues	(23,961,894)		(23,961,894)	
Expenditures	23,574,865	16,809	23,591,674	0.07%
Change in Fund Balance	(172,046)	16,809	(155,237)	-9.77%

Client: City of Springfield, Missouri
 Period Ending: June 30, 2015

Public Parks Fund
 SCHEDULE OF UNCORRECTED MISSTATEMENTS (ADJUSTMENTS PASSED)

Description	Financial Statement Line Item	Factual (F), Judgmental (J), Projected (P)	Assets & Deferred		Liabilities &		Revenues			Expenditures			Fund Balance		Net Effect on Following Year			
			Outflows		Deferred Inflows										Change in Fund Balance		Fund Balance	
			DR	(CR)	DR	(CR)	DR	(CR)	DR	(CR)	DR	(CR)	DR	(CR)	DR	(CR)	DR	(CR)
Under accrual of invoices below \$10,000 that were received after fiscal year end.		Factual	0	(3,208)			0		3,208		0		(3,208)		3,208			
	Accounts payable			(3,208)									(3,208)					
	Current expenditures							3,208							3,208			
Extrapolation of under accrual of invoices below \$10,000 that were received after fiscal year end.		Projected	0	(13,601)			0		13,601		0		(13,601)		13,601			
	Accounts payable			(13,601)									(13,601)					
	Current expenditures							13,601							13,601			
			0	0			0	0	0		0	0	0	0	0			
			0	0			0	0	0		0	0	0	0	0			
Total passed adjustments			0	(16,809)			0	16,809	0		(16,809)	16,809						
							Impact on Change in Fund Balance:					16,809						
							Impact on Fund Balance					16,809						

City of Springfield, Missouri

ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Aggregate Remaining Funds

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Total Assets & Deferred Outflows	501,650,184		501,650,184	
Total Liabilities & Deferred Inflows	(47,163,379)		(47,163,379)	
Total Fund Balance	(454,486,805)		(454,486,805)	
Revenues	(161,569,795)		(161,569,795)	
Expenditures	146,917,143	(395,256)	146,521,887	-0.27%
Change in Fund Balance	(18,396,271)	(395,256)	(18,791,527)	2.15%

City of Springfield, Missouri
ATTACHMENT

This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

National Airport Fund

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Current Assets	17,299,925		17,299,925	
Non-Current Assets & Deferred Outflows	193,507,694		193,507,694	
Current Liabilities	(5,230,903)		(5,230,903)	
Non-Current Liabilities & Deferred Inflows	(86,017,301)		(86,017,301)	
Current Ratio	3.307		3.307	
Total Assets & Deferred Outflows	210,807,619		210,807,619	
Total Liabilities & Deferred Inflows	(91,248,204)		(91,248,204)	
Total Net Position	(119,559,415)		(119,559,415)	
Operating Revenues	(15,368,864)		(15,368,864)	
Operating Expenses	21,995,568	41,465	22,037,033	0.19%
Nonoperating Revenues (Exp)	(2,959,953)		(2,959,953)	
Change in Net Position	(911,112)	41,465	(869,647)	-4.55%

City of Springfield, Missouri
ATTACHMENT

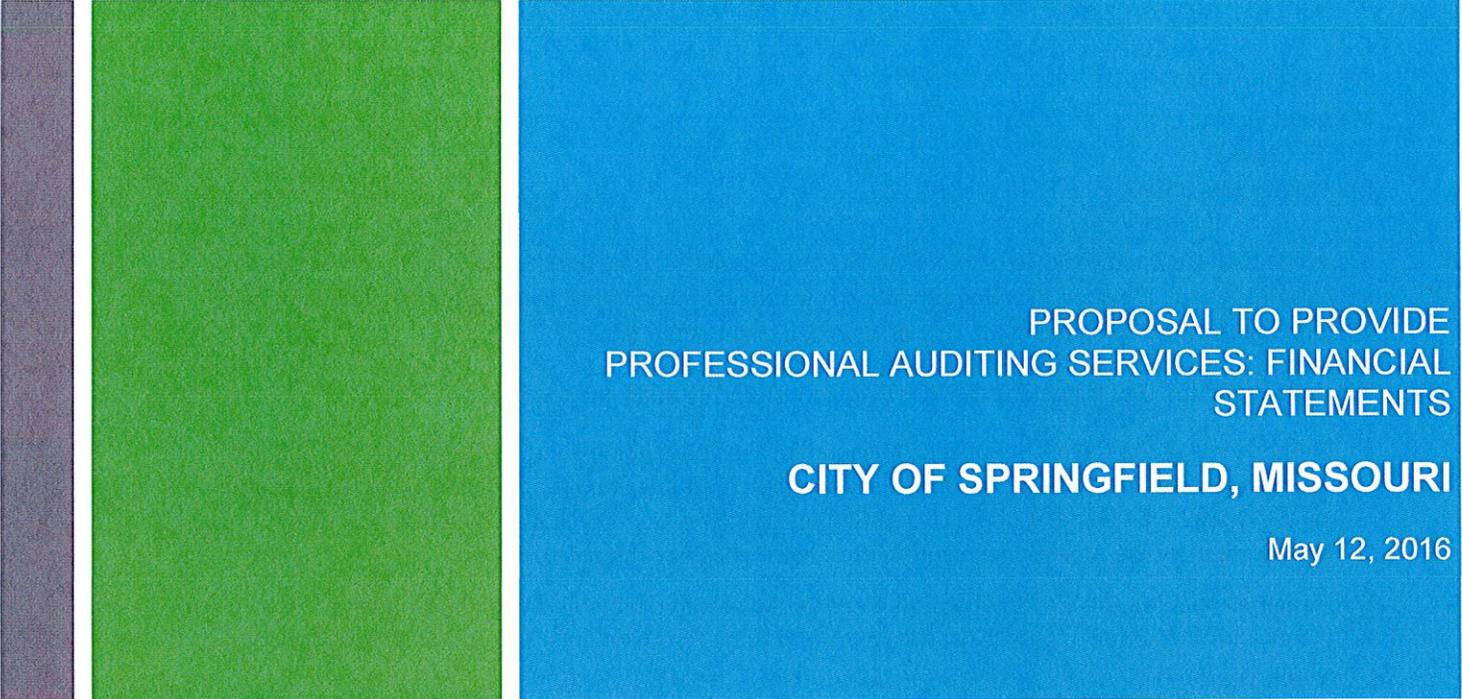
This analysis and the attached "Schedule of Uncorrected Misstatements (Adjustments Passed)" reflects the effects on the financial statements if the uncorrected misstatements identified were corrected.

Sanitary Sewerage Fund

QUANTITATIVE ANALYSIS

	Before Misstatements	Misstatements	Subsequent to Misstatements	% Change
Current Assets	75,389,966		75,389,966	
Non-Current Assets & Deferred Outflows	323,704,560		323,704,560	
Current Liabilities	(13,384,695)		(13,384,695)	
Non-Current Liabilities & Deferred Inflows	(141,563,029)		(141,563,029)	
Current Ratio	5.633		5.633	
Total Assets & Deferred Outflows	399,094,526		399,094,526	
Total Liabilities & Deferred Inflows	(154,947,724)		(154,947,724)	
Total Net Position	(244,146,802)		(244,146,802)	
Operating Revenues	(38,504,120)		(38,504,120)	
Operating Expenses	27,335,428	117,232	27,452,660	0.43%
Nonoperating Revenues (Exp)	934,103		934,103	
Change in Net Position	(9,860,959)	117,232	(9,743,727)	-1.19%

Exhibit BB



PROPOSAL TO PROVIDE
PROFESSIONAL AUDITING SERVICES: FINANCIAL
STATEMENTS

CITY OF SPRINGFIELD, MISSOURI

May 12, 2016

Contact Person:

Kevin Smith, Partner
RSM US LLP
4801 Main Street, Suite 400
Kansas City, MO 64112
816 751 4027
kevin.smith@rsmus.com



May 12, 2016

City of Springfield
Margaret Juarez
218 E. Central
Springfield, MO 65802

RSM US LLP

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Kansas City, MO 64112

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www.rsmus.com

We appreciate the opportunity to provide the City of Springfield, Missouri (the City) our qualifications to serve as your audit provider. We are prepared to give full attention to the areas of greatest importance to you and look forward to counting 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 year ending June 30, 2016, with the option of 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)
- 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 CAFR for compliance with 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?

Everything about us – our culture, our values, the locations of our 80 offices, including Kansas City – is designed to help us understand your challenges, earn your trust and contribute to your success. We have a passion for meeting the unique 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

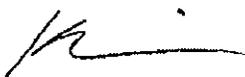
The following are some features that make us uniquely qualified to serve your needs:

- **We understand your industry.** Nationally, we provide services to over 800 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'll 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. With a partner-to-staff ratio of 1:13, you won't 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 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 Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

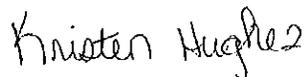
Our approach to the audit engagement will establish a delivery system for providing a truly exceptional level of service. Each element of that system, including team structure, staffing, audit approach, communication and coordination, has been examined and refined to fit the needs of the City. In the 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.

Please see exceptions to the terms and conditions specified in the Request for Proposal summarized in the Affidavit of Compliance in Appendix C, as requested.

We look forward to 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.



Kevin Smith, Partner
816 751 4027



Kristen Hughes, Senior Manager
816 751 4004

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INDEPENDENCE

We are independent with respect to the City, and its component units, as that term is defined by Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants and the *Government Auditing Standards*. Those rules require that the firm and all of its partners be independent with respect to any clients (not only on a local, but also on a national level) who engage RSM to express an opinion on the financial statements. Those rules specify that an auditor may not have or be committed to acquire a direct financial interest or material indirect financial interest in a client or any of the client's affiliates during the period of his or her engagement or at the time he or she expresses an opinion. Further, those rules specify that an auditor may not act in a capacity of promoter, underwriter, officer, director, voting trustee or employee of the audit client during the periods covered by his opinion.

We are not aware of any professional relationships involving the City or its component units in 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 holds an active CPA firm license in Missouri. Our key personnel assigned to this engagement currently are properly licensed to practice in the state of Missouri.

FIRM QUALIFICATIONS AND EXPERIENCE

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 8,000 people in 80 offices nationwide. 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 more than 38,000 people in over 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 unique because while we possess the expertise 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.

Description of our government practice

In selecting a firm to perform your professional audit services, the City should expect both staff accessibility, as well as a substantial public sector practice to support your full range of needs, current and emerging. As a firm that embraces such a service model, we find this combination promotes value through perspective and efficiency that can only come through serving hundreds of entities like yours. For the City, this translates to minimal time commitment on your part to assimilate our staff—who will come to the engagement with the level of experience and education necessary to perform their work efficiently.

Size of public sector practice

Within our public sector practice, we offer approximately 140 partners and principals, 150 directors/senior managers, and nearly 500 additional professionals who are committed to serving state and local governments.

Consulting professionals			Audit and tax professionals			All professionals		
Partner/ Principal	Senior Manager/ Director	Other	Partner/ Principal	Senior Manager/ Director	Other	Partner/ Principal	Senior Manager/ Director	Other
17	33	77	121	116	400	138	149	477

RSM serves more than 24,000 business clients. Of that total, government, education and nonprofit account for approximately 8 percent of our client base.

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 170 professionals. This office has key employees at all levels that 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 a partner, one senior manager, one manager, a senior associate and three to four 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	Employees	Audit	Consulting	Tax	IT
Partner/Principal	12	5	4	3	0
Senior Manager/Director	17	5	4	8	0
Manager/Supervisor	44	7	27	10	0
Professional staff	84	34	33	17	0
Administrative staff	19	0	2	0	1

Expertise in the Uniform Grant Guidance audits and relationships with regulatory and professional standards organizations

A large number of state and local governments receive federal funds. Our ability to effectively serve these entities is based on significant knowledge and experience with the Uniform Grant Guidance. Your proposed engagement team members collectively possess the skills, knowledge and experience to perform financial and compliance audits under *Government Auditing Standards* and the Uniform Grant Guidance—and have undergone requisite training.

Government auditing and accounting of federal funding is one of the most dynamic aspects of public accounting. The needs of clients and the expectations of government financial statements and audit report users are changing rapidly. As a result, it is necessary that both RSM and our clients have a means to keep current with changing requirements; to access decision makers when laws, regulations, standards and principles are being considered and established; and to have an avenue of appeal, if necessary. To assure these benefits for both RSM and our clients, we have established extensive formal and informal relationships with government officials, industry associations, standard-setting bodies and professional organizations at the national, regional and state levels.

Representation on standard-setting bodies

The City wants to be informed and understand the impact of regulatory challenges, and needs an auditing firm with a deep level of involvement with standard-setting bodies.

We require all professionals who are CPAs to be members of the AICPA, and we actively participate on various AICPA committees, task forces and expert panels, including the AICPA Board of Directors, Auditing Standards Board, Professional Ethics Executive Committee, National Peer Review Committee, Governmental Audit Quality Center (GAQC) and Employee Benefit Plan Audit Quality Center Executive Committees. This participation provides immediate, first-hand knowledge of proposed and final standards and other developments affecting our clients and audit quality. RSM also has provided technical review services to the AICPA for a number of industry-related audit and accounting guides, risk alerts and other publications.

Brian Schebler, RSM's National Director of Public Sector Services, currently chairs the AICPA Governmental Audit Quality Center Executive Committee, where he is an initial and multi-term member. He is also a member of the AICPA Practice Monitoring Task Force - A-133 Subgroup. He is serving his third term as a member of the Comptroller General of the United States Advisory Council on Government Auditing Standards and is our firm's Single Audit Roundtable representative. He frequently presents training on behalf of the AICPA, serves as a member of industry-related task forces, assists with industry-related publications and is a former initial and multi-term member of the AICPA State and Local Government Industry Expert Panel. Currently, RSM partner Linda Abernethy serves on the AICPA State and Local Government Expert Panel.

Advocacy and memberships

We participate in the following associations:

- Government Finance Officers Association
- Association of Government Accountants
- National Association of State Auditors, Comptrollers and Treasurers
- National Association of State Chief Information Officers
- Public Pension Financial Forum

Attuned to public sector developments

We leverage a variety of means to establish that our public sector personnel are well-versed on issues affecting you. Among these, we maintain relationships with many federal departments and agencies, as well as close working relationships with key officials within the U.S. Government Accountability Office and Office of Management and Budget.

We have participated as an advisor to the President's Council on Integrity and Efficiency through the Quality of Audit Roundtable. Our firm also serves on the AICPA's State and Local Government Expert Panel and Executive Committee of the Government Audit Quality Center.

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. As specifically required by the standards for such reviews and our membership in the AICPA Governmental Audit Quality Center (GAQC), a representative sample of the approximately 1,000 audits that are performed annually in accordance with *Government Auditing Standards*, including approximately 600 single audits, were selected for review.

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, 2013, was subject to peer review by the firm of BKD LLP, a 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 A.

Results of federal or state desk reviews or field reviews

RSM performs approximately 1,000 audits annually in accordance with *Government Auditing Standards*, approximately 600 of which are single audits. Every year, approximately 1 percent 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 30 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 RSM's 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 the oversight agencies involved.

Disciplinary action and litigation against the firm

Like other professional services firms, RSM 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. 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.

None of the proposed engagement team members is—or has been—the subject of disciplinary action by any state regulatory body or professional organization.

Insurance coverage

RSM US maintains a level of insurance coverage customary for companies of our financial size and strength. We carry commercial general liability, automobile liability, statutory workers' compensation/employers' liability, property, network security & privacy liability, professional liability (i.e. errors and omissions), and other miscellaneous insurance policies. Proof of relevant coverage is available upon request.

PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

Engagement team qualifications

As a priority client to our public sector industry, the City will be served by an engagement team that strives to truly understand your business plans, operating challenges and day-to-day activities. The City will be front of mind for us, not only during fieldwork, but throughout the year. When it comes to best practices, operational improvement recommendations or updates to new accounting pronouncements and law changes, we will ensure that our best ideas are communicated to you.

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 and exceed the minimum professional education requirements of the *Government Auditing Standards*.

The following professionals would be responsible for the City's audit. The full biographies, including memberships in professional organizations and the continuing professional education hours of the team members, are provided in Appendix B.

Team member, engagement role

Kevin Smith

Assurance Partner

816 751 4027

kevin.smith@rsmus.com

Client Service Coordinator and Engagement Lead: Kevin is the industry leader for the governmental practice in the RSM Kanas City, Missouri office. As your client service coordinator and audit partner, Kevin will be responsible for your complete satisfaction with the services we provide. He 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. He will ensure the professional services are delivered in a timely and efficient manner. Kevin is also a reviewer for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program.

Kristen Hughes

Senior Manager

816 751 4004

kristen.hughes@rsmus.com

Engagement Partner: As your audit partner, 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 ensure the professional services are delivered in a timely and efficient manner. Kristen is also a reviewer for the GFOA Certificate of Achievement for Excellence in Financial Reporting Program.

Team member, engagement role

Chelsey Ryerson

Assurance Manager

816 751 1884

chelsey.ryerson@rsmus.com

Audit Manager: Chelsey 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 Gaunce

Senior Associate

816 751 1895

natalie.gaunce@rsmus.com

Audit Senior: Natalie will serve as the senior on the engagement and will lead the field engagement team in auditing the financial statements and compliance of the City. Natalie has extensive experience supervising the audits of cities and school districts as well as performing Single Audits.

Michelle Horaney

Quality Control Reviewer

michelle.horaney@rsmus.com

563 888 4038

Quality Assurance and Concurring Review Partner: Michelle will serve as the quality control partner reviewer ensuring the content of the reports is appropriate and that state, professional and regulatory standards have been met. As a public sector specialist for over 20 years, she provides audit and consulting services to government and not-for-profit organizations, as well as higher education institutions. In fact, Michelle leads our governmental, higher education and not-for-profit practice in the Central Region. In addition, she is a reviewer for the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting.

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. Transition costs to new personnel incurred by us would not be billed to the City.

Quality of staff over engagement term

RSM has been providing governmental audit services since RSM's inception in 1926. This commitment translates to a deep pool of professionals who are qualified to serve the City throughout this engagement and in the future.

The assurance staff assigned to the City meet Yellow Book competency CPE standards. In addition, the firm has stringent standards as to who can perform the in-charge and manager function on a governmental audit.

All professionals working on the audit at the in-charge level and above are required to complete courses that cover the topics below:

- Our approach to governmental audits
- Government audit planning and supervision
- Auditing control systems
- The role and proper use of transaction testing
- Integration of financial and compliance audit procedures

DESCRIPTION OF RELEVANT PRACTICE OFFICE 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 an OMB Circular A-133 audit, as well as the operations of a public utility.

Your Proposed Team's Auditing Experience With Governmental Entities - Previous Five Years							Federal Grant Dollars For Most Recent Fiscal Year
Client Name	Service Years	A-133 Audit	Water Utility	Waste-water	Other Utilities		
City and County Governments							
City of Columbia, Missouri	2009 - present	√	√	√	√		\$14,095,838
City of Independence, Missouri	2012 - present	√	√	√	√		\$4,603,642
City of Blue Springs, Missouri	2012 - present	√	√	√	√		\$2,547,992
City of Excelsior Springs, Missouri	2008 - present	√	√	√	√		*
City of Riverside, Missouri	2007 - present	√					*
City of North Kansas City, Missouri	2015 - present	√	√	√	√		*
City of Fort Collins, Colorado	2009 - present	√	√	√	√		\$26,022,141
City of Longmont, Colorado	2009 - 2013	√	√	√	√		\$2,115,275
City of Northglenn, Colorado	2014 - present		√	√	√		
City of Overland Park, Kansas	2007 - present	√					\$4,870,169
City of Roeland Park, Kansas	2002 - present						
City of Tulsa, Oklahoma	2010 - present	√	√	√	√		\$20,398,666
City of Waterloo, Iowa	2008 - present	√	√	√	√		\$20,047,059
Platte County, Missouri	2011 - present	√					\$2,030,624
Clay County, Missouri	2015 - present	√					\$2,126,893

* Grant dollars are not listed as entity did not have a single audit in most recent fiscal year.

Your Proposed Team's Auditing Experience With Governmental Entities - Previous Five Years							Federal Grant Dollars For Most Recent Fiscal Year
Client Name	Service Years	A-133 Audit	Water Utility	Waste-water	Other Utilities		
Special Districts/Authorities							
Kansas City Area Transportation Authority, Missouri	2006 - present	√					\$22,914,773
Platte County Regional Sewer District, Missouri	2003 - 2012	√			√		*
Water District No. 1 of Johnson County	2008 - 2010		√				
Metropolitan Utilities District	2014 - present		√		√		
Lincoln Water and Wastewater Systems	2014 - present		√	√			
Des Moines Water Works, Iowa	2004 - present	√	√				*
Tulsa Airports Improvement Trust	2010 - present	√					\$4,731,949
Des Moines Airport Authority	2004 - present	√					*
Tulsa Metropolitan Utility Authority	2010 - present	√	√		√		*
Tulsa Public Facilities Authority	2010 - present						
Metropolitan Tulsa Transit Authority	2010 - present	√					\$5,825,961
Tulsa Authority for Recovery of Energy	2010 - present				√		
Tulsa Performing Arts Center Trust	2010 - present						*
Tulsa Parking Authority	2010 - present						
Emergency Medical Services Authority	2010 - present	√					\$1,135,130
Regional Metropolitan Utility Authority	2010 - present				√		
Tulsa Development Authority	2010 - present	√					*
Overland Park Development Corp, Kansas	2007 - present						
Overland Park Convention Center, Kansas	2007 - present						
Parker Water and Sanitation District, Colorado	2013 - present		√		√		
Poudre Fire Authority	2009 - present						
Poudre River Public Library District	2009 - present						
Colorado River Conservation District	2007 - present						
School Districts							
School District of Kansas City, Missouri	2007 - present	√					\$45,485,515
Colorado Springs School District No. 11, Colorado	2008 - present	√					\$27,715,743
Douglas County School District RE-1	2012 - present	√					\$14,379,638
Des Moines Independent Community School District, Iowa	2004 - present	√					\$46,643,623
Iowa City Community School District, Iowa	2004 - present	√					\$7,220,532
Cedar Rapids School District, Iowa	2008 - present	√					\$10,554,496

* Grant dollars are not listed as entity did not have a single audit in most recent fiscal year.

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 Columbia, Missouri

Janet Frazier, Controller

Phone: 573 874 7372

Engagement Partner: Kevin Smith

Engagement Manager: Kristen Hughes

Hours: 1,000

GFOA Certificate Holder

Budget: \$455 million

Population: 115,000

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, as well as airport PFC compliance. The City is currently an audit client and has been since 2009.

City of Independence, Missouri

Brian Watson, Finance Director

Phone: 816 325 7173

Engagement Partner: Kevin Smith

Engagement Manager: Kristen Hughes

Hours: 600

GFOA Certificate Holder

Budget: \$305 million

Population: 117,000

Scope: Engagement includes the audit of the City's June 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.

City of Tulsa, Oklahoma

David Bryant, Controller

Phone: 918 596 7620

Engagement Partner: Kevin Smith

Engagement Manager: Kristen Hughes

Hours: 3,500

GFOA Certificate Holder

Budget: \$760 million

Population: 400,000

Scope: Engagement includes the audit of the City's June basic financial statements and related component units (including Tulsa International Airport and PFC compliance) and audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2010.

City of Fort Collins, Colorado

John Voss, Controller

Phone: 970 221 6772

Engagement Partner: Kevin Smith

Engagement Manager: Kristen Hughes

Hours: 850

GFOA Certificate Holder

Budget: \$536 million

Population: 155,000

Scope: Engagement includes the annual audit of the City's December 31 basic financial statements and its related component units and the audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2009.

City of Overland Park, Kansas

David Scott, CFO

Phone: 913 895 6154

Engagement Partner: Kevin Smith

Engagement Manager: Kristen Hughes

Hours: 800

GFOA Certificate Holder

Budget: \$260 million

Population: 185,000

Scope: Engagement includes the annual audit of the City's December 31 basic financial statements and its related component units and the audit of federal programs in accordance with the Single Audit Act. The City is currently an audit client and has been since 2007.

SPECIFIC AUDIT APPROACH

Designed for organizations like the City, the RSM audit methodology allows your engagement team to use professional judgment in planning an overall audit strategy.

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 organization.

Smooth transition to working with us

The City wants the transition from your prior firm to be smooth and orderly—resulting in as little distraction as possible. Any change of this nature will result in some disruption; however, with our extensive experience in succeeding other accounting firms, the disruption is minimized. Our process for transitioning clients from their prior auditors to our services emphasizes early planning, with a high degree of partner and manager involvement.

Key steps in the RSM audit process

UNDERSTAND THE CLIENT	RISK ASSESSMENT	FURTHER AUDIT PROCEDURES	EVALUATION	DELIVERY
<ul style="list-style-type: none"> · Business objectives · Financial performance · Accounting policies · Internal control 	<ul style="list-style-type: none"> · Risks of material misstatement (error or fraud) · Significant risks · Control deficiencies 	<ul style="list-style-type: none"> · Tests of controls · Substantive analytical procedures · Substantive tests of details 	<ul style="list-style-type: none"> · Audit evidence · Uncorrected misstatements 	<ul style="list-style-type: none"> · 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 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.

Proactive resolution of accounting issues

We find that year-round communication and a proactive approach to accounting issues helps clients avoid surprises at the end of the audit process. For this reason, we encourage clients to call us to discuss new transactions as they arise.

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 the City Council to 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

Implementation of future GASB statements

We will provide information to you regarding new accounting pronouncements and will work with you through implementation as a part of our audit process. This includes training opportunities about forthcoming GASB pronouncements and any other changes affecting the City. On an annual basis, we conduct webinars free of charge for our governmental clients and prospects serving. This training covers topics such as GASB updates, compliance issues and other relevant topics affecting audits of governmental clients.

Resources and tools

It's one thing to say we're committed to the success of your organization – it's another to show it. One of the ways we show it is by providing tools at no additional cost that give you an added perspective and keep you up-to-date on the latest rules and regulations.



Accounting research

To ensure you and your staff have access to the most current audit and accounting information, RSM uses an online research manager tool. This web-based tool includes GASB Statements and Interpretations, AICPA Statements of Position and guidance on many other accounting standards and applications.

As your auditor, we are always available to provide the City's finance department with direction toward pertinent literature and pronouncements related to accounting and reporting matters being evaluated by management.

Audit and accounting insights

RSM's national office provides *Insights*, a monthly electronic newsletter designed to communicate recent accounting and auditing developments to our clients and other friends.

Award-winning publications

Muse is a newsletter focusing on governmental and not-for-profit organizations. It features the latest accounting, tax and business news impacting our public sector clients.

Client-service relationship

Our client-service relationship with the City will be based on certain nonnegotiable principles, including:

- An outstanding client service experience, focused on efficient and well-coordinated services
- Commitment to completing work within the agreed-upon timeframe
- Staffing of the engagement team based on industry-specific qualifications and technical experience
- Hands-on approach to planning, with management meetings held routinely to discuss changes to the business, industry issues, new accounting pronouncements, etc.
- Fees that are reasonable based on the scope of work
- Transparent approach to all aspects of our relationship, with clear communication and an emphasis on avoiding surprises

Proposed segmentation of the engagement

Proposed segmentation of the engagement

- **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 by our firm 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 ensure the audit remains on track and the progress has been communicated.
- **Reviews**—To 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. Your Comprehensive Annual Financial Report will also be reviewed for compliance with the GFOA's Certificate of Achievement for Excellence in Financial Reporting Program.
- **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 the Director of Finance and Accounting Manager 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 2016 audit. These dates can be altered to meet the City's goals:

	Timing
Audit Services	
Entrance conference with management	Prior to interim fieldwork
Preliminary/interim fieldwork and compliance testing	July/August
Final fieldwork, including compliance testing	October/November
Report review and drafts of deliverables to the City	November
Issuance of final reports	By December 7
Presentation to the City Council	December

Fieldwork Segment	Number of Hours Anticipated				
	Engagement Leader and Quality Control Reviews	Engagement Manager	In-Charge	Other Staff	Total
CAFR Audit					
Planning and interim fieldwork	5	10	45	45	105
Final fieldwork	35	65	170	580	850
Wrap-up and report reviews	20	15	10	0	45
Total	60	90	225	625	1,000

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.

In order to meet compliance-related objectives of the Single Audit, we gather sufficient appropriate evidence related to auditee compliance with laws, regulations and the provisions of contracts or grant agreements that could have a direct and material effect on each major program. In addition to the standards and guidance referenced above, we apply the sampling guidance found in the AICPA Audit Guide, *Government Auditing Standards* and *OMB Circular A-133 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.

Type and extent of analytical procedures to be used in this engagement

Systematic analysis and comparison of related figures, trends, and ratios is performed to identify mutual consistency or inconsistency. Apparent inconsistencies revealed by analytical procedures require further investigation and, until resolved, raise doubt as to the reliability of previously gathered evidential matter bearing on the same audit objective.

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

Analytical procedures require the development and evaluation of plausible relationships between the financial data being examined and other data (either other financial data or nonfinancial data) which have a logical or predictable relationship to the financial data. Predictive estimates must be based on plausible and logical relationships between account balances or transaction streams.

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; and/or
- 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. We will also use this understanding for subsequent years' audit engagements. While our general audit approach does not change significantly in subsequent years, we will use this understanding to identify areas where future efficiencies can be gained in procedures performed.

Extent of the use of other auditors

For components of the City's financial to be audited by other auditors, our firm policy identifies review procedures to be performed on other auditor's work depending on how significant those financials are to the City as a whole.

Approach to be taken in determining laws and regulations that will be subject to audit test work

The City is subject to various laws and regulations that could impact the nature, timing and extent of audit procedures performed over the financial statements. Our audit approach encompasses an understanding of these laws and regulations, including the requirements of the City's federal funding and student enrollment, how they impact the financial statements, and devises appropriate audit procedures to assess the City's compliance with these laws and regulations.

Approach to be taken in drawing audit samples for purposes of tests of compliance

All sampling related to tests of compliance is conducted in accordance with the recommended guidelines in Chapter 11 of the AICPA Audit Guide titled *Government Auditing Standards and Circular A-133 Audits*.

Approach to be taken in completing Federal Single Audit

A substantial number of our public sector clients receive federal funds and require a single audit in accordance with the Uniform Grant Guidance. Our team of professionals possesses comprehensive knowledge of accounting requirements, federal procurement regulations and cost-accounting standards and their impact on governmental organizations.

As a firm, we have performed hundreds of single audits and have received extensive training in governmental accounting, auditing and financial reporting. In addition, they receive specialized training on the compliance requirements of the Uniform Grant Guidance and the use of the related compliance supplement.

As noted in our proposed work plan, we perform a substantial portion of our single audit testing during preliminary fieldwork. We believe shifting certain elements of the audit final field work to other periods provides value to the City due to the reduced workload related to the audit process during final fieldwork. Our team will work directly with the departments and grant administrators to ensure we gain an accurate understanding of the City's processes and controls in place over federal compliance requirements.

Our audit approach is based on early audit planning and preliminary fieldwork, ongoing and straightforward communications with management, and a high level of involvement by team leadership in all phases of the audit. A no-surprises audit is always our goal.

If any deficiencies or instances of noncompliance arise, they would first be addressed by your engagement team. Upon identification of the potential issue, your engagement team would discuss the matter with you, to ensure all relevant information has been communicated. Once all facts are gathered and evaluated, the engagement team will once again discuss with you the open matters and the possible outcomes. Any potential deficiencies and conclusions will always be discussed with management before written drafts of deliverables are provided.

Use of audit technology

Throughout the audit process, our computer-assisted audit techniques, leveraging CaseWare software as our audit platform, allow us to simultaneously read, review and work with all audit-related records regardless of their physical location, which reduces manual procedures. We can utilize existing schedules and electronic downloads of information, which then reduces the need to create additional schedules specifically for the audit.

As part of the audit, we utilize a program called IDEA[®], which allows us to access, extract and analyze selected client information that is relevant to the audit process. IDEA improves audit efficiency and effectiveness through the use of the following functions:

- Sampling including planning, selection and evaluation for systematic, random, stratified random, monetary unit and attribute sampling plans
- Field manipulation that allows fields to be appended for calculations and re-computations

RSM Collaborate

RSM Collaborate is an internet-based system that allows you to stay in touch with your engagement team from any location, at any time.

Designed to encourage collaboration and to simplify work flow processes, RSM Collaborate takes many of the administrative challenges out of project management, allowing you better visibility of the project status. The portal will enhance communications and accountability between you and your engagement team by allowing users to connect with their team on specific tasks or to view the latest version of documents – all to better collaborate.

Through RSM Collaborate, your team and each member of the RSM engagement team have access to tools and functions that help expedite assignments and keep the work running smoothly.

Project management features include:

- Engagement calendars to track progress and key milestones
- Functionality to assign tasks and due dates with appropriate security and confidentiality for each task
- Protocols that help manage document iterations by limiting editing to one person at a time
- Alerts to notify users of updates and deadlines

Enhanced document security. RSM Collaborate is a secure site that reduces the risk of files and information being shared through unauthorized access.

Security features allow users to:

- Upload documents through a secure file transfer
- Centralize location of files to facilitate access and manage document retention
- Protect confidential and sensitive documents and information
- Adjust information access with specified security for distinct tasks

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. Michelle Horaney is an experienced quality control and governmental financial reporting specialist and will fill the quality control review role on your engagement. She is independent of the personnel assigned to the engagement.

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 to determine an appropriate course of action to address the issue.

OTHER INFORMATION

Staff education and development

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.

Many state licensing boards require that CPAs maintain and improve their skills through continuing professional education courses and other opportunities for professional development. Certain competency requirements also must be met for professionals who perform engagements in accordance with standards established by the Comptroller General of the United States (i.e., *Government Auditing Standards*).

RSM US is a registered sponsor with the National Association of State Boards of Accountancy. We ensure our internal training meets the requirements of the AICPA/NASBA Statement on Standards for Continuing Professional Education Programs.

Our assurance and tax partners and professional staff, including CPAs and non-CPAs, are required to participate in at least 20 hours of qualifying CPE every year and at least 120 hours every three years. In addition to these requirements, there are additional minimum standards for professionals who practice in certain industries. It is the responsibility of each professional to be familiar with the various CPE requirements for the states in which they are licensed, and to properly register and complete the necessary CPE requirements when renewing state licenses to practice. Our National Office of Risk Management monitors compliance with CPE requirements.

Staff turnover

While turnover rates fluctuate from year to year, RSM's employee attrition rates are generally consistent with the industry average.

Recognizing that engagement team stability is a priority for the City, we will make every effort to ensure staffing consistency from year to year.

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.

Rotation policy

We recognize the impact staffing changes have on clients and are committed to maintaining continuity and team stability as much as possible. RSM does not have a formal rotation policy for non-public entities.

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. In addition, we make every effort to mitigate disruption when staffing changes occur.

If a change in key personnel should arise, partners and directors on your account will transfer specific knowledge about the City to new team members, helping to bridge any gaps and avoid interruptions in the performance of services.

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 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.

PRICE

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #172-2016**

OFFER AND SCHEDULE OF PROFESSIONAL FEES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2016 FINANCIAL STATEMENTS

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Quality Control Reviewer	10	\$ 560	\$ 425	\$ 4,250
Engagement Leader	50	305	235	11,750
Managers	90	\$ 240	\$ 185	\$ 16,650
Seniors	225	\$ 170	\$ 130	\$ 29,250
Other Supervisory Staff	-	\$ -	\$ -	\$ -
Staff	625	\$ 145	\$ 110	\$ 68,750
Other (specify)	-	\$ -	\$ -	\$ -
Subtotal				\$ 130,650
Total for services described in Part Two of the Request For Proposal				\$ 130,650
Out-of-pocket expenses (Not to Exceed):				
Meals and lodging				\$ -
Transportation				\$ -
Total all-inclusive maximum price for 2016 Audit Services				\$ 130,650 *

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.**

* As specified in Part 2.1.6 of the Request for Proposal, the cost bid is based on three major programs. Additional major programs will have a per unit cost of \$6,000.

Note: The offeror agrees not to increase the total all-inclusive maximum price by more than 4 percent for each successive one-year extension to the contract term, unless the scope of the work changes.

Note 2: 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. We hope we have illustrated our capability to add value to the City through our experience and approach. 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. Progress payments are billed as work progresses.

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 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.

APPENDICES

Appendix A—External quality control review

After 50 years of operating as a member of the RSM International network, our firm (formerly McGladrey LLP) united with these fellow firms, effective October 26, 2015, under a common name and global brand: RSM. The attached report was issued prior to this name change.



910 E. St. Louis Street, Suite 200 // P.O. Box 1190 // Springfield, MO 65801-1190
417.865.8701 // fax 417.865.0682 // bkd.com

System Review Report

To the Partners of
McGladrey LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of McGladrey LLP (the "firm") applicable to non-SEC issuers in effect for the year ended April 30, 2013. 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. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. 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. 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. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of McGladrey LLP applicable to non-SEC issuers in effect for the year ended April 30, 2013, 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*. McGladrey LLP has received a peer review rating of *pass*.

BKD, LLP

December 4, 2013



Appendix B—Engagement team biographies and continuing professional education



Kevin Smith

Partner, Assurance Services
RSM US LLP
Kansas City, Missouri
kevin.smith@rsmus.com
+1 816 751 4027

Summary of experience

Kevin is a regional team leader for RSM's public sector industry and has approximately 16 years of experience serving this industry. As a public sector specialist for the firm, he focuses on providing audit, consulting and reporting services to governmental and not-for-profit entities. In his role as a public sector specialist, Kevin brings an in-depth understanding of governmental and not-for-profit accounting, auditing and compliance reporting to his clients. As a condition of meeting the firm's standards for this designation, he is well-versed in the financial and compliance-related requirements of governmental entities and has extensive experience performing audits in accordance with *Government Auditing Standards* and Single Audits in accordance with The Uniform Guidance (previously OMB Circular A-133).

Kevin is involved in teaching professional education courses on a national and local level. These courses include Yellow Book seminars. He has received specific training for governmental units and future governmental accounting standard changes and has received the necessary continuing professional education to be considered Yellow Book certified. In addition, Kevin is a reviewer for the national Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program.

Professional affiliations and credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Missouri Society of Certified Public Accountants
- Government Finance Officers Association
- Kansas Government Finance Officers Association
- Colorado Government Finance Officers Association
- Government Finance Officers Association of Missouri

Community involvement

- United Way Young Leaders Society
- United Way of Greater Kansas City – Employee Campaign Manager

Education

- Bachelor of Arts, accounting, St. Ambrose University



Kristen Hughes

Senior Manager, Assurance Services
RSM US LLP
Kansas City, Missouri
kristen.hughes@rsmus.com
+1 816 751 4004

Summary of experience

As a public sector specialist for the firm, Kristen focuses on providing audit, consulting and reporting services to governmental and not-for-profit organizations. In her role as a governmental specialist, she brings an in-depth understanding of governmental accounting, auditing and compliance reporting to her clients.

She 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. Kristen is a reviewer for the GFOA'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.

Professional affiliations and credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Government Finance Officers Association
- Missouri Society of Certified Public Accountants
- Kansas Government Finance Officers Association
- Government Finance Officers Association of Missouri

Community involvement

- United Way of Greater Kansas City Young Leaders Society

Education

- Bachelor of Science, accounting, Truman State University
- Masters of Accountancy, Truman State University



Chelsey Ryerson

Manager, Assurance Services
RSM US LLP
Kansas City, Missouri
chelsey.ryerson@rsmus.com
+1 816 751 1884

Summary of experience

Chelsey provides assurance services focused on governmental and not-for-profit organizations. She has five years of professional experience, including audits of major municipalities, audits with A-133 compliance, religious organizations, charitable service organizations and foundations. Chelsey has received specific training for the audits of governmental and not-for-profit organizations and she has the necessary continuing professional education to be considered Yellow Book certified. Her responsibilities have included developing and managing the audit plan, supervising the engagement team and finalizing the audit report.

Chelsey has prepared and presented professional education courses on both a regional and local level, including industry-specific training for government and not-for-profit clients and on-boarding training for new hires. She serves as the representative from the Kansas City office in the firm's national philanthropic endeavors.

Professional affiliations and credentials

- Certified public accountant
- Missouri Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Community involvement

- United Way Young Leaders Society
- St. Jude Give Thanks. Walk. Kansas City Leadership Committee

Education

- Bachelor of Science, accounting, Baker University
- Bachelor of Science, business management, Baker University



Natalie Gaunce

Senior Associate, Assurance Services
RSM US LLP
Kansas City, Missouri
natalie.gaunce@rsmus.com
+1 816 751 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's experience includes audits performed under the Single Audit Act and OMB Circular A-133. In addition, Natalie 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.

Education

- Masters of Science, accounting, University of Missouri, Kansas City



Michelle Horaney

Partner, Assurance Services
RSM US LLP
Davenport, Iowa
michelle.horaney@rsmus.com
+1 563 888 4038

Summary of experience

Michelle is a partner in RSM's public sector industry group. She leads RSM's Central region public sector practice and the Firm's national education practice. In addition to her responsibilities as an industry leader, Michelle serves as the audit partner and quality control reviewer on a number of government, higher education and not-for-profit clients, providing audit and advisory services.

Michelle is involved in teaching professional education courses on a national and regional level, both internally and externally. These courses include benchmarking, various higher education programs, and Financial Accounting Standards Board and Government Accounting Standards Board updates and implementation programs. Michelle participates in the Firm's quality control system as a quality control reviewer and an interoffice inspector.

Professional affiliations and credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Iowa Society of Certified Public Accountants
- National Association of College and University Business Officers
- Central Association of College and University Business Officers
- Government Finance Officers Association
- Colorado Government Finance Officers Association
- Native American Finance Officers Association

Education

- Master of Business Administration, St. Ambrose University
- Bachelor of Science, accounting, Illinois State University

Kevin Smith

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	98.5	32.0	63.5	194.0
A&A Credits	78.5	29.0	48.0	155.5
Yellow Book	75.0	28.0	36.5	139.5

Kristen Hughes

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	86.5	57.0	72.0	215.5
A&A Credits	59.5	45.0	53.0	157.5
Yellow Book	50.5	22.0	41.5	114.0

Chelsey Ryerson

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	83.0	88.5	54.0	225.5
A&A Credits	48.5	69.5	41.5	159.5
Yellow Book	37.0	38.5	34.0	109.5

Natalie Gaunce

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	68.0	85.0	N/A	153.0
A&A Credits	57.0	83.5	N/A	140.5
Yellow Book	27.5	36.5	N/A	64.0

Michelle Horaney

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	105.5	108.5	76.0	290.0
A&A Credits	91.0	87.5	54.0	232.5
Yellow Book	89.0	98.5	37.5	225.0

Appendix C—Required Forms

**Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.
Effective January 1, 2009**

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

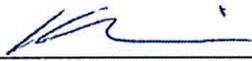
Before me, the undersigned Notary Public, in and for the County of Jackson,
State of Missouri, personally appeared Kevin Smith (Name)
who is a Partner (Title) of RSM US LLP

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature 

Print Name: Kevin Smith

Subscribed and sworn to before me this 10th day of May, 2016.

Constance M Boyle

Notary Public

My commission expires: 9-8-2018



CONSTANCE M. BOYLE
My Commission Expires
September 8, 2018
Jackson County
Commission #14629980

E-Verify



Company ID Number: 19959
Client Company ID Number: 197715

Approved by:

Employer McGladrey & Pullen, LLP

John Yeager

Name (Please Type or Print)

Signature

Affirmative Action Director

Title

3/24/2008

Date

Designated Agent TALX Corporation

Louis Laurer

Name (Please Type or Print)

Electronically Signed

Signature

Title

03/13/2009

Date

Department of Homeland Security - Verification Division

Rebecca K Green

Name (Please Type or Print)

Signature

Deputy Chief / E-Verify

Title

11/2/11

Date

AFFIDAVIT OF COMPLIANCE
RFP# 172-2016

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

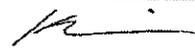
X We **TAKE** exception to the RFP Documents/Requirements as follows:

Please see summary on the following page.

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name RSM US LLP

ADDENDA

By 
(Authorized Person's Signature)

Bidder acknowledges receipt of the following addendum:

Kevin Smith, Partner
(Print or type name and title of signer)

Addendum No. 1

Addendum No. _____

Company Address _____

Addendum No. _____

4801 Main Street, Suite 400

Addendum No. _____

Kansas City, MO 64112

Addendum No. _____

Telephone Number 816 751 4027

Email kevin.smith@rsmus.com

Fax Number: 816 751 1890

Federal Tax ID No. 42-0714325

Date: May 12, 2016

DBE Vendor (Yes/No): No Minority Owned: _____
Women Owned: _____
Veteran Owned: _____

City of Springfield, MO RFP – List of Exceptions

1.6.1 Auditor requests that access to working papers and reports be limited to a representative of a regulator of the City.

1.6.2 Auditor agrees, to the extent allowable by professional standards.

1.7.3 Auditor agrees to provide the requested coverage in the amount of One Million Dollars (\$1,000,000.00).

5.3.4.5 Auditor agrees to supply satisfactory proof of insurance coverage, but does not agree to provide amounts of maximum coverage and deductibles or retentions.

Auditor Agreement

2. Auditor requests that its engagement letter also be specifically incorporated into the documents comprising the Contract Documents and that it be given priority in the event of a conflict with other Contract Documents.

9. Auditor agrees to solely supply finished documents and other deliverables in the event of a termination of the Contract. It is agreed that Auditor's working papers are at all times the exclusive property of Auditor and are not subject to the terms of this agreement.

12. Notwithstanding the terms of this clause, it is understood that Auditor subscribes to a program of peer review for maintenance of quality control as required by its profession. As part of this program, engagement files may be selected for review by other professionals under strict rules of confidentiality. Acceptance constitutes agreement for disclosure under peer review programs, with reasonable notice given by Auditor.

19.a. Auditor requests that this clause be equally applied to both Auditor and the City.

19.b. Auditor agrees to indemnify the City, its elected or appointed officials, agents and employees, from all claims or other causes of action found to have been caused by Auditor's negligent or willful acts or omissions in the performance of this Contract. Auditor does not agree to indemnify the City, its elected or appointed officials, agents and employees, from that portion of any claim alleged to have been caused by the negligent or willful acts or omissions of the City, its elected or appointed officials, agents and employees.

20. Auditor agrees to provide the requested coverage in the amount of One Million Dollars (\$1,000,000.00).



www.rsmus.com

RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. 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 more than 38,300 people in over 120 countries. RSM uses its deep understanding of the needs and aspirations of clients to help them succeed.

For more information, visit www.rsmus.com, like us on Facebook at [RSM US LLP](https://www.facebook.com/RSMUSLLP), follow us on Twitter [@RSMUSLLP](https://twitter.com/RSMUSLLP) and/or connect with us on [LinkedIn](https://www.linkedin.com/company/rsm-us-llp).

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June 9, 2016

RSM
Attn: Kevin Smith
4801 Main Street
Suite 400
Kansas City, MO 64112

Phone: 816-751-4027
Email: kevin.smith@rsmus.com

Subject: **Notice of Award**, Request for Proposal #172-2016; Contract # _____

Dear Mr. Smith:

The City of Springfield hereby accepts your proposal, dated May 12, 2016 in response to the referenced Request for Proposal. You are hereby awarded the contract for:

AUDITING SERVICES: FINANCIAL STATEMENTS

2016 Audit: \$130,650.00

Hourly Rates: Quality Control Reviewer \$425/hour
 Engagement Leader \$235/hour
 Managers \$185/hour
 Seniors \$130/hour
 Staff \$110/hour

Delivery: As per the RFP

Term of Contract: July 1, 2016 through June 30, 2017. The City may, at its option, extend the contract for four (4) additional one year terms.

You are hereby requested to provide the following documents:

- A. Four (4) signed copies of the Contract. Please have completed and signed by person authorized to legally bind the Contractor. **DO NOT DATE THE CONTRACTS; THE CITY WILL DATE UPON SIGNATURE BY CITY OFFICIALS.**
- B. Certificates of Insurance in the amounts specified in the above stated RFP.
- C. 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 Auditor. No contract will be executed by the City until this occupational license has been obtained.
- D. W9 (Dec2014) Form

All requested documentation must be received within ten (10) days of the receipt of this notice.

Note: The cancellation clause contained in the Certificates of Insurance must read as follows:

"Should any of the policies described herein be canceled, modified, changed, altered, or not renewed, the issuing company shall give thirty (30) days written notice to the below-named certificated holder."

Division of Purchases
218 East Central • Springfield, Missouri 65802
417-864-1620 • Fax (417) 864-1927 • springfieldmo.gov



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.

If you have any questions, please contact the Buyer, Margaret Juarez, at 417-864-2079.

Very truly yours,
CITY OF SPRINGFIELD, MISSOURI

Tim Killion
City Purchasing Agent

Exhibit 2

CONTRACT NO. _____

**City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927**

**RSM
Attn: Kristen Hughes
4801 Main Street, Suite 400
Kansas City, MO 64112
Ph. 816-751-4004
Email: kristen.hughes@rsmus.com**

AUDITOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, 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, hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Auditor to render certain auditing services hereafter described in Request for Proposal #173-2016 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Auditor submitted a proposal dated May 12, 2016 which proposal is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Auditor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

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

- 1. **Services.** The City agrees to engage the services of the Auditor and the Auditor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Auditor’s profession in performing similar services.
- 2. **Contract Documents.** The agreement between the City of Springfield and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and (4) the award letter. 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 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. The Auditor is cautioned that the proposal shall be subject to acceptance without further clarification.

a. The Request for Proposal is modified as follows:

- i. Item 1.6.1: Access to working papers and reports shall be limited to a representative of a regulator of the City.

- ii. Item 1.6.2: Auditor shall comply with the requirements of Item 1.6.2 to the extent allowable by professional standards.
- 3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Division of Purchases. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
- 4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.
- 5. **Personnel.**
 - a. The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.
 - b. The Auditor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.
- 6. **Term.** The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Auditor in **Exhibit B**, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in **Exhibit C**.
- 7. **Appropriation of Funds.** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.
- 8. **Payment.**
 - a. **Conditioned upon acceptable performance.** The City agrees to pay the Auditor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor. 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 and 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 Auditor under the terms of this contract exceed the sum of **Twenty Two Thousand Six Hundred Fifty Dollars (\$22,650.00)**.

9. **Termination of Contract.**

- a. **For Breach:** If, through any cause, the Auditor shall fail to fulfill in a timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.
- b. **For Convenience:** The City shall have the right at any time by written notice to Auditor to terminate and cancel this contract, without cause, for the convenience of the City, and Auditor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Auditor shall, at the option of the City become its property. **It is agreed that Auditor's working papers are at all times the exclusive property of Auditor and are not subject to the terms of this agreement.** The Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

10. **Conflicts.**

- a. Auditor 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 Auditor further covenants that in the performance of this contract no person having such interest shall be employed.
- b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Auditor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Auditor 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 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, though City will attempt to so notify any such assignee.

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

Notwithstanding the terms of this clause, it is understood that Auditor subscribes to a program of peer review for maintenance of quality control as required by its profession. As part of this program, engagement files may be selected for review by other professionals under strict rules of confidentiality. Acceptance constitutes agreement for disclosure under peer review programs, with reasonable notice given by Auditor.

13. **Discrimination.** The Auditor 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, or

political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Auditor 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 Auditor. No contract will be executed by the City until this occupational license has been obtained.
15. **Compliance with Laws.** Auditor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Auditor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Auditor is current.
16. **Nonresident/Foreign Auditors.** The Auditor shall procure and maintain during the life of this contract:
 - a. If the Auditor 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.
 - 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.
17. **General Independent Auditor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent Auditor 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 Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor 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 Auditor and the City, and the City will not be liable for any obligation incurred by the Auditor, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **City Benefits.** The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
19. **Liability and Indemnity.** The parties mutually agree to the following:
 - a. In no event shall the City be liable to the Auditor 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 Auditor shall defend, indemnify, and hold 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 caused by Auditor's negligent or willful acts or omissions in the performance of this Contract (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 Auditor.

- c. The Auditor 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.
20. **Professional Liability Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
21. **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 Auditor at the addresses shown above. The date of delivery of any notice given 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 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.
22. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
23. **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.
24. **Auditor's Responsibility for Subcontractors.** It is further agreed that Auditor 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 Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor 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.
25. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

AUDITOR

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.

By: _____

Name: _____

Title: _____

Director of Finance

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Purchasing Agent

APPROVED AS TO FORM

Assistant City Attorney



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES**

REQUEST FOR PROPOSAL NO. 173-2016

**AUDITING SERVICES: POLICE OFFICERS' & FIRE
FIGHTERS' RETIREMENT SYSTEM**

RFP Due Date: 3:00 P.M. on Thursday, May 12, 2016

Location: Purchasing Division, 218 E Central, Springfield, MO 65802

Buyer: Margaret Juarez

Email: mjuarez@springfieldmo.gov

Phone: 417-864-2079

Fax: 417-864-1927

Proposals will be received by the Purchasing Division at the specified location until the time and date cited above. Only proposals received by the correct time and date will be recorded.

Proposals must be submitted in an envelope with the Request for Proposal number and the Vendor's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten and submitted by the time and date above.

Auditors are strongly encouraged to carefully read the entire Request for Proposal.

April 11, 2016

Issue Date

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**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD INSTRUCTIONS TO PROPOSERS AND CONDITIONS OF REQUEST FOR PROPOSAL**

1. PREPARATION OF PROPOSALS

A. Proposers are expected to examine the scope of services, delivery schedule, requirements and all instructions of the Request for Proposal. Failure to do so will be at Proposer's risk. In case of a mistake in extension, the unit price(s) will govern.

B. Any manufacturer's name, trade names, brand names, information and/or catalogue numbers listed in a specification are for information and are not intended to limit competition. The Proposer may offer any brand which meets or exceeds the specification for any item. If proposals are based on equivalent products, indicate on the proposal the manufacturer's name and model number. The Proposer shall explain in detail the reasons why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to propose an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal forms.

C. All supplies and equipment offered in a proposal must be new and of current production unless the Request for Proposal clearly specifies that used or reconditioned supplies or equipment may be offered.

D. Firm fixed prices shall be bid and include all packing, handling and shipping charges.

E. Unless otherwise indicated prices quoted shall be firm for acceptance for ninety days from proposal opening and for the specified contract period.

F. The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Exemption number A356656.

2. SUBMISSION OF PROPOSALS

A. A proposal submitted by a Proposer must (1) be manually signed by the Proposer on the Division of Purchases Request For Proposal Affidavit for Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; (5) be attached to a security deposit if required; and (6) be delivered to the Division of Purchases and officially clocked in no later than the exact time and date specified on the Request For Proposal.

B. The sealed envelope or container containing a proposal should be clearly marked on the outside left corner with (1) the official Request For Proposal number and (2) the official closing date and time.

C. Do not submit proposals in response to other solicitations in the same sealed envelope. If more than one proposal is submitted in the same container, your proposal may be rejected as non-responsive.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

A. Proposals may be modified or withdrawn by written or telegraphic notice received prior to the official closing date and time specified. A proposal may also be withdrawn or modified in person by the Proposer or his authorized representative provided proper

identification is presented before the official closing date and time. Verbal phone requests to withdraw or modify a proposal will not be considered.

B. After the official closing date and time, no proposal may be modified or withdrawn.

C. The proposal is firm for acceptance for ninety (90) days after proposal opening.

4. PROPOSAL OPENING

A. Proposal openings shall be public on the date and at the time specified on the proposal form. It is the Proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will be not considered. Offers by telegram, telephone, or facsimile will not be accepted, unless specifically authorized by the Request for Proposal. Proposal files may be examined during normal working hours by appointment.

5. AWARDS

A. 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.

B. As the best interest of the City may require, the right is reserved to make awards; to reject any and all proposals or waive any minor irregularity of technicality in proposals received.

C. Awards will be made to the Proposer whose proposal (1) meets the specifications and all other requirements of the Request For Proposal and (2) is the best proposal, considering price, responsibility of the Proposer and all other relevant factors in the criteria for award.

D. 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 Proposer and the City; and shall bind the Proposer to furnish and deliver at the price, and in accordance with the conditions of said accepted proposal and detailed specifications.

6. OPEN COMPETITION

A. It is the intent and purpose of the Division of Purchases that the Request for Proposal permits free and open competition. However, it shall be the Proposer'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 days prior to the Request for Proposal closing date and time. The Proposer may submit a notification after the proposal closing provided sufficient time is permitted for a thorough review by the Division of Purchases and its decision will be final.

**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
STANDARD TERMS AND CONDITIONS OF PURCHASE**

A. This contract expresses the complete agreement of the parties and performance shall be governed solely by the terms and conditions contained herein. Changes, additions or modifications hereto must be in writing and signed by the Purchasing Agent.

B. **QUANTITIES:** The City of Springfield assumes no obligations for articles or materials shipped in excess in the quantity ordered. Any unauthorized quantity is subject to the City's rejection and returned at the Seller's expense.

C. **DELIVERY:** Time is of the essence of this order. If deliveries or completion time are not made at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Seller liable for any re-procurement costs.

D. **SHIPMENT:** Deliveries shall be FOB: Destination unless otherwise specified by the City.

E. **INVOICES:** An original and three copies of the invoice shall be submitted and shall show the purchase order number or contract and contract release number and contain full descriptive information of item or services furnished.

F. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Seller herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Seller's expense for full credit or replacement. Such right to return offer to the City arising from the City's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the City may have therefore.

G. **WARRANTY:** Seller expressly warrants that all articles, materials and work covered by this contract will conform to each and every specification, drawing, sample or other description which is furnished to or is adopted by the City and that they will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defect. Such warranty shall not be deemed waived either by reason of the City's acceptance of said material or goods or by payment for them.

H. **PATENTS:** Seller guarantees that the sale or use of the articles described herein will not infringe upon any U. S. or foreign patent and Seller covenants that he will, at his own expense, defend every suit which may be brought against the City, or those selling or using City's product for any alleged infringement of any patent by reason of the sale or use of such articles and Seller agrees that he will pay all costs, damages and profits recoverable in any such suit.

I. **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 Seller, or in the event of breach of any of the terms hereof including the warranties of the Seller, City may cancel this contract or affirm the contract and hold Seller responsible in damages.

J. **COMPLIANCE WITH APPLICABLE LAWS:** The Seller warrants its 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 manufacture or sale of the items covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended.

K. **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 Seller without City's written consent or any attempted assignment without such consent shall be void.

L. **TERMINATION OF CONTRACT:** The City reserves the right to terminate the contract at any time if any of the provisions of the contract are violated by the Contractor or by any of his Subcontractors, in the sole judgment and discretion of the City. In the event of such termination, the Contractor shall be liable for any excess costs incurred by the City. If the contract is so terminated, the City may purchase upon such terms and in such manner as the Purchasing Agent may deem appropriate, supplies or services similar to those so terminated, and that the Contractor will be liable for excess costs occasioned thereby.

M. **NON-DISCRIMINATION IN EMPLOYMENT:** In connection with the furnishing of supplies or performances or work under this contract, the Contractor agrees to comply with the Fair Labor Standard Act, Fair Employment Practices, Equal Opportunity Employment Act, and all other applicable federal and state laws, and further agrees to insert the foregoing provision in all subcontracts awarded hereunder.

N. **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.

O. **PERFORMANCE BONDS:** If required, as a condition for the award of a contract, the amount of a performance bond will be described in the Request for Proposal at the time of issuance. The performance bond must be issued for the amount specified by a surety company, or secured with a certified check, cash, or cashiers check. No personal or company-check is acceptable.

P. **TAX-EXEMPT:** The City of Springfield is exempt from sales tax and Federal Excise Tax Certificate No. A356656.

Q. **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 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, though City will attempt to so notify any such assignee.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016
1.0 SCOPE OF WORK**

1.1 GENERAL INFORMATION:

- 1.1.1 As required by Section 2.14 of the City Charter, the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal year ending June 30, 2016 with the option, if exercised by 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.
- 1.1.2 This section 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.
- 1.1.3 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.
- 1.1.4 Schedule: The following schedule of events is anticipated by the City. The City may, at its' discretion, revise the schedule of events at any time as may be in the best interests of the City.

Publish the Request for Proposal	April 11, 2016
Final Questions from Offers	April 26, 2016
City's response to Questions	April 29, 2016
Proposals Due Date	May 12, 2016

- 1.1.5 **Execution of Agreement:** It is anticipated the selection of a firm will be completed as quickly as possible. The successful proposer shall, within ten (10) calendar days after Notice of Award is issued by the City of Springfield Division of Purchases, enter into a contract with the City for the performance of work awarded to him/her and shall simultaneously provide any required bonds, indemnities and insurance certificates. A copy of the sample agreement is attached. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

1.2 SCOPE OF WORK TO BE PERFORMED:

- 1.2.1 The auditor shall express an opinion on the fair presentation of the City's Police Officers' and Fire Fighters' Retirement Fund financial statements, in conformity with generally accepted accounting principles.
- 1.2.2 The auditor shall also 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.

1.3 AUDITING STANDARDS TO BE FOLLOWED: To meet the requirements of this request for proposal, the audit shall be performed in accordance with generally accepted auditing standards and the standards for financial audits set forth by ***Government Auditing Standards***, issued by the Comptroller General of the United States.

1.4 DELIVERABLES: Following the completion of the audits of the fiscal year's financial statements, the auditor shall issue and deliver the following reports:

1.4.1 All required reports for the fair presentation of the financial statements in conformity with generally accepted accounting principles.

1.4.2 A report on compliance and the internal control over financial reporting based on the audit of the financial statements in conformity with ***Government Auditing Standards***.

1.4.3 In the required reports on compliance and internal controls, the auditor shall communicate any deficiencies found during the audit. A deficiency in internal control over financial reporting exist 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 combination of deficiencies, in internal control over financial reporting, 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.

1.4.4 Deficiencies and significant deficiencies discovered by the auditors and not reported above shall be reported in a separate management letter addressed to the Pension Board, which shall be referred to in the report on internal control. These deficiencies and significant deficiencies shall be discussed with the Director of Finance prior to inclusion in the management letter.

1.4.5 The reports on compliance shall include all instances of noncompliance, required to be reported by ***Governmental Auditing Standards***.

1.4.6 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, the Director of Finance, and the Police Officers' and Fire Fighters' Pension Board.

1.5 SPECIAL CONSIDERATIONS:

1.5.1 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.

1.5.2 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.

1.5.3 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.

1.5.4 The City's most recent OMB Circular A-133 audit revealed certain deficiencies in internal control over financial reporting that were considered significant deficiencies described in the schedule of findings and questioned costs.

1.5.5 Management believes it has addressed all findings for the fiscal year ending June 30, 2016.

1.5.6 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.

1.6 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:

1.6.1 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 City of Springfield, Missouri (the City)
- The auditor of the City's basic financial statements
- U.S. General Accounting Office (GAO)
- Parties designated by the federal or state governments, or by the City as part of an audit quality review process

1.6.2 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.

1.7 SPECIAL TERMS AND CONDITIONS: The following terms and conditions apply to submitting proposals in response to this Request for Proposal:

1.7.1 **Term:** The term of this contract shall be for one year beginning on July 1, 2016. The City may, at its sole option, extend the contract for up to four (4) additional one year terms upon written notice to the Contractor.

1.7.2 **Escalation/De-Escalation:** Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

- 1.7.3 **Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
- 1.7.4 **Incurred Expenses:** The City is not responsible for any expenses which proposers may incur in preparing and submitting proposals called for in this Request for Proposals.
- 1.7.5 **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews (i.e. travel, accommodations, etc.)
- 1.7.6 **Request for Additional Information:** The proposer 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 proposer as it deems appropriate.
- 1.7.7 **Acceptance/Rejection/Modification to Proposals:** The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals and to waive minor irregularities in the procedures.
- 1.7.8 **Proposals Binding:** All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening date.
- 1.7.9 **Proprietary Information:** In accordance with Public Records Law, and except as may be provided by other applicable State and Federal law, all proposers should be aware that Requests for Proposals and the responses thereto are in the public domain. However, the proposers 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.

All proposals received from proposers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

- 1.7.10 **Proposer's Certification:** By submitting a proposal, the proposer certifies that he/she has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of work to be performed. The proposer further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- 1.7.11 **Non-Exclusive Contract:** The agreement resulting from this RFP shall be a non-exclusive contract, and the City reserves the right to purchase same or like services from other sources the City deems necessary and appropriate.
- 1.7.12 **Exceptions:** If the Offeror desires to take any exception to the terms, conditions and requirements of the RFP, the proposer must clearly state those exceptions on the Affidavit of Compliance. Exceptions taken by the Offeror may be considered in the evaluation of proposals.
- 1.7.13 **Late Proposals:** Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. The City of Springfield is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by the specified time so that a proposal can be considered. All proposals will be received at the time and place specified and made available for public inspection when an award decision is made.
- 1.7.14 **Completeness:** All information required by the Request for Proposal must be supplied to constitute a legitimate 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.
- 1.7.15 **Authorization:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
- 1.7.16 **Time of Completion:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's proposal.
- 1.7.17 **Manner of Payment:**
- 1.7.17.1 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 dollar cost bid proposal. Interim billings shall cover a period of not less than a calendar month.
 - 1.7.17.2 Payments shall be made to auditor within thirty (30) working days following submission of proper invoice to the City.
 - 1.7.17.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this request for proposals.

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016
2.0 DESCRIPTION OF THE CITY OF SPRINGFIELD

2.1 BACKGROUND INFORMATION:

- 2.1.1 Prior to the closing of the 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.
- 2.1.2 The Board of Trustee's consist of a member of the City Council designated by the Mayor to act as a liaison, one current members of the police department, one current members 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.
- 2.1.3 Detail provisions of the plan in the areas of retirement benefits, disability benefits, survivor's benefits, and all other plan provisions are contained in Chapter 2, Article 6, Division 4 of the Springfield City Code.
- 2.1.4 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. Participants entering the Plan prior to June 1, 2006 are required to contribute 14.63% of their annual salary to the Plan for the year ended June 30, 2015. 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.
- 2.1.5 The current Auditing Firm for the City of Springfield is BKD, LLP who has been on contract since July 2, 2012. The contract with BKD has no one-year renewals remaining which is why we are asking for proposals at this time. Total audit fees for fiscal year ended June 30, 2015, totaled \$19,404.32.

2.2 INVESTMENTS:

- 2.2.1 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)		8%-16%
U.S. Equity (Small Cap)		1%-7%
Developed Non-U.S. Equity		7%-15.00%
Developed Non-U.S. Equity (Small Cap)		2%-7%
Emerging Markets		7%-13%
Fixed Income	25% - 50%	
Core Fixed Income		7%13%
Long Duration Fixed Income		7%-13%
Developed Non-U.S. Fixed Income		6%-12%
Emerging Market Fixed Income		2%-8%
Inflation-Linked Fixed Income		2%-8%
Alternatives	0% - 3%	
Real Estate/REITS		2%-8%
Hedge Fund of Funds		7%-13%
Commodities		2%-8%

2.2.2 The Pension System currently has investment managers of various investment styles investing the system assets of approximately \$322 million. The custodial bank that handles all investment transactions is UMB.

2.3 COMPUTER SYSTEMS:

2.3.1 The City operates with Oracle Financial Management and HR/Payroll software. These systems will operate on Sun Solaris server's located offsite at the "Bluebird Underground". The City completed a system upgrade from Oracle platform 11.5.10 to Oracle platform 12.1.3 during fiscal year 2014. The City does not have any planned system upgrades with the exception of Oracle mandated patches.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016
3.0 TIME REQUIREMENTS**

- 3.1 SCHEDULE FOR THE 2016 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.
- 3.1.1 Interim Work:** The auditor shall complete any required interim work during the month of July and August 2016. Historically, the interim work has taken 1-2 weeks with 1-2 auditors.
 - 3.1.2 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 29, 2016.
 - 3.1.3 Date Final Field Work May Commence:** The City shall have all records ready for final audit and all personnel available to meet with the firm's personnel on September 6, 2016. The auditor shall complete all final field work by October 7, 2016. Historically, Final Field Work has taken 1-2 weeks with 1-2 auditors.
 - 3.1.4 Draft Reports:** The auditor shall have draft of the audited financial statements and reports available for review October 21, 2016.
 - 3.1.5** Recommendations for improvements to the Board shall be available for review by October 28, 2016.
 - 3.1.6** Once all issues for discussion are resolved, the final signed auditor's opinion shall be delivered and presented in person to the Chairman of the Pension Board of Trustees by November 10, 2016.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016**

4.0 ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

4.1 FINANCE DEPARTMENT AND CLERICAL ASSISTANCE:

4.1.1 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. Internal audit staff is not available to direct the audit or perform work of the auditor. 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.

4.1.2 Information Systems personnel will be available to assist the auditor with preparation of I.S. reports and schedules and statistical data for inclusion in the audit report.

4.1.3 City staff shall prepare working papers summarizing all sources of revenues and expenditures for the audit period.

4.2 STATEMENTS AND SCHEDULES TO BE PREPARED BY CITY STAFF:

4.2.1 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.

4.2.2 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.

CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016
5.0 SUBMISSION OF PROPOSALS/INSTRUCTIONS TO OFFERORS

5.1 GENERAL INSTRUCTIONS: In order for the Committee to adequately compare proposals and evaluate them uniformly and objectively, all proposals shall be submitted in accordance with this format. The proposal should be prepared simply and economically, providing straightforward and concise information as requested.

5.1.1 The Offeror is strongly encouraged to thoroughly review the entire Request for Proposal. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in the Scope of Work.

5.1.2 **Forms and Attachments:** The Affidavit of Compliance Form is required to be sent with your proposal. Any exceptions to the RFP terms, conditions and requirements shall be stated on this form. Any addenda to the RFP shall be acknowledged on this form.

5.1.3 **Proposal Due Date:** Sealed proposals with one (1) original, four (4) complete copies, and one (1) complete electronic copy stored on a CD or portable drive (flash type) shall be received at the Division of Purchases no later than **3:00 p.m., Thursday, May 12, 2016**. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:

CITY OF SPRINGFIELD
MARGARET JUAREZ
218 E. CENTRAL
SPRINGFIELD, MO 65802

Submitted envelopes should be marked:

"REQUEST FOR PROPOSAL: #173-2016"

5.1.4 **Addenda:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City Purchasing Agent will furnish the revision by written Addendum to all prospective proposers who received an original Request for Proposal.

5.1.5 **Proposal Format:**

I. **Title Page:** Title page showing the Request For Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

II. **Table of Contents**

III. **Transmittal Letter:** A signed letter of transmittal briefly stating the Offeror's understanding of the work to be done, acceptance of all terms and conditions specified in the Request for Proposal (any terms and conditions not accepted must be specifically identified in the transmittal letter), a commitment to perform the work within the time

period, and a statement that the proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

IV. **Technical Proposal:** The method by which the detailed proposal is organized is left to the discretion of the Offeror. However, the detailed proposal shall include a discussion of all items set forth in Part 5.3 of this request for proposal.

V. **Certificates of Insurance:** Submit with your proposal a Certificate of Insurance for your Professional Liability and Errors and Omissions insurance.

5.2 PROPOSAL EVALUATION PROCESS: The steps and activities in the proposal process will include the following:

5.2.1 A Selection Committee consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.

5.2.2 **Criteria for Award:** The evaluation committee will evaluate the proposals. Each proposal will be evaluated for full compliance with the RFP instructions to the Offeror and mandatory terms and conditions set forth in the RFP. The objective of the evaluation will be to select a firm that is most responsive to the described needs of the City. Proposals which are responsive to the Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 30% Demonstrated experience with auditing entities similar to the City of Springfield.
- 20% Overall responsiveness and quality of the proposal in clearly demonstrating an understanding of the work to be performed.
- 25% Ability of the proposer to perform the required services and consideration of the proposer's capacity, structure, and financial stability, including the Experience, qualifications, and availability of the primary contact(s) and support staff assigned to the City.
- 25% Cost of the proposer's services to the City.

5.2.3 Mandatory Elements:

5.2.3.1 The audit firm is independent and licensed to practice in the State of Missouri.

5.2.3.2 The firm's past experience on comparable government engagements.

5.2.3.3 The firm has no conflict of interest with regard to any other work performed by the firm for the City.

5.2.3.4 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.

5.2.3.5 The firm adheres to the instructions in this request for proposals on preparing and

submitting the proposal.

5.2.3.6 The proposal demonstrates that the firm has an understanding of the audit objectives, the City's needs and final products to be delivered.

5.2.3.7 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.

5.2.4 Technical Qualifications/Expertise and Experience:

- Assigned practice office and audit staff experience
- Adequacy of the proposed staffing plan for various segments of the engagement and realistic estimates of time required to complete the engagement
- The quality and municipal government experience of the firm's professional personnel to be assigned to the engagement
 - Audit approach, reference comments, and other relevant experience
 - Quality of audit work of assigned practice office

5.3 TECHNICAL PROPOSAL:

5.3.1 General Instructions:

5.3.1.1 The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City's financial statements in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It shall also specify an audit approach that will meet the requirements of this Request for Proposal.

5.3.1.2 The technical proposal shall address all the points outlined in the request for proposals (excluding any cost information which shall only be included in the sealed dollar cost bid). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, items Nos. 3.2 through 3.9, must be included. They represent the criteria against which the proposal will be evaluated.

5.3.2 Independence:

5.3.2.1 The firm shall provide an affirmative statement that 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.

5.3.2.2 The firm shall also 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.

5.3.2.3 In addition, 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.

5.3.3 License to Practice in the State of Missouri: 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.

5.3.4 Firm Qualifications and Experience:

5.3.4.1 The proposal shall state:

- a. The size of the firm
- b. The size of the firm's governmental audit staff
- c. The location of the practice office from which the work on this engagement is to be performed for the assigned practice office, indicate:
 - the number of staff by discipline (financial audit, information technology, tax, consulting)
 - the number of staff by category (partner, manager, etc.)
 - the number of staff with governmental audit or consulting experience
 - description of current audit client base by industry, size, etc.

5.3.4.2 The firm shall also 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.

5.3.4.3 The firm shall also 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.

5.3.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practice office.

5.3.4.5 The proposal shall describe the professional liability and errors and omissions insurance coverages maintained by the firm including the amounts of maximum coverage and deductibles or retentions.

5.3.5 Partner, Supervisory and Staff Qualifications and Experience:

- 5.3.5.1 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.
- 5.3.5.2 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.
- 5.3.5.3 Describe any other practice office experience which is deemed to be relevant to completion of the proposed engagement.
- 5.3.5.4 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.

5.3.6 Description of Relevant Practice Office Experience:

- 5.3.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2012 and 2015)
- 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).
- 5.3.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to the City of Springfield:
- 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

5.3.7 Specific Audit Approach:

- 5.3.7.1 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 Two - Scope of Work of this request for proposals. 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.

5.3.7.2 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 your firm's procedures for technical review of audit reports prior to issuance. This discussion shall identify key personnel involved in 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.

5.3.8 **Identification of Anticipated Potential Audit Problems:** 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.

5.3.9 **Other Information:**

5.3.9.1 **Staff Education and Development:** The proposal shall identify the firm's policies and practices regarding staff education and development.

5.3.9.2 **Staff Turnover:** Describe the proposed practice office's history of staff turnover at all staff levels during the past three (3) years.

5.3.9.3 **Rotation Policy:** Describe the firm's policy regarding rotation of seniors, managers and/or partners, if such a policy exists.

5.3.9.4 **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.

- 5.4 PRICE:** Cost will be a factor in the selection of an audit firm.
- 5.5 OTHER CONSIDERATIONS:**
- Litigation, pending or settled, involving the proposed practice office
 - Disciplinary actions involving the proposed practice office
- 5.6 SHORT LIST:** Proposals will then be evaluated and rated in accordance with the evaluation criteria. A shortlist will be developed listing the highest ranked proposals.
- 5.6.1 The City Purchasing Agent will confer with all responsible proposers who have been short-listed and may arrange, if necessary, for interviews/presentations by the short listed firms.
- 5.6.2 The City Purchasing Agent reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible proposers who submit proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 5.7** The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonable and in the best interests of the City to do so.
- 5.8 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all proposers, the City prohibits communication to or with any department, board members, or employee during the submission process, except as provided below. Additionally, the City prohibits communications initiated by a proposer to the City official(s) or employee(s) evaluating or considering the proposals prior to the time an award decision is made. Any communication between proposer 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 a proposer may be grounds for disqualifying the offending proposer from consideration for award of the proposal and/or any future proposal(s).
- 5.8.1 Any questions relative to interpretation of specifications or the proposal process shall be addressed to the City Purchasing Agent or his designee in writing, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective proposers will be expressed in the form of an addendum to the RFP, which, if issued, will be conveyed in writing to all prospective proposers not later than five (5) days prior to the date set for receipt of proposals.
- 5.8.2 It will be the responsibility of the proposer 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.

**CITY OF SPRINGFIELD, MISSOURI
REQUEST FOR PROPOSAL #173-2016**

OFFER AND SCHEDULE OF PROFESSIONAL FEES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addenda thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

**PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2016 AUDITING SERVICES
POLICE OFFICERS' & FIRE FIGHTERS' RETIREMENT SYSTEM FINANCIAL STATEMENTS**

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	\$ _____	\$ _____	\$ _____
Managers	_____	\$ _____	\$ _____	\$ _____
Seniors	_____	\$ _____	\$ _____	\$ _____
Other Supervisory Staff	_____	\$ _____	\$ _____	\$ _____
Staff	_____	\$ _____	\$ _____	\$ _____
Other (specify)	_____	\$ _____	\$ _____	\$ _____
Subtotal				\$ _____
Total for services as described in the Scope of Work:				\$ _____
Out-of-pocket expenses (Not to Exceed):				
Meals and lodging				\$ _____
Transportation				\$ _____
Total all-inclusive maximum price for 2016 Audit Services Police Officers' & Fire Fighters' Retirement System Financial Statements				\$ _____

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.**

CONTRACT NO. _____

City of Springfield
Division of Purchases
218 E Central
Springfield, MO 65802
Ph. 417 864-1620
Fax 417-864-1927

Auditor
Company Name
Attn: _____
Address _____

Ph. _____
Fax _____

AUDITOR AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, 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 _____, (type of entity) hereinafter referred to as the "Auditor."

WITNESSETH:

WHEREAS, the City of Springfield desires to engage the Auditor to render certain auditing services hereafter described in Request for Proposal #173-2016 which is attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the Auditor submitted a proposal dated _____ which proposal is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the Auditor has submitted the lowest and best bid for performing the services listed in the Notice of Award, which Notice of Award is attached hereto and incorporated herein as **Exhibit C**;

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

1. **Services.** The City agrees to engage the services of the Auditor and the Auditor agrees to perform the services in strict accordance with the terms of **Exhibit A**, and in accordance with the standard of care, skill and expertise ordinarily used by other members of Auditor's profession in performing similar services.
2. **Contract Documents.** The agreement between the City of Springfield and the Auditor shall consist of (1) The Contract form which embodies the requirements contained herein, (2) the Request for Proposal, and any amendments thereto, (3) the proposal, as accepted, submitted in response to the Request for Proposal, and (4) the award letter. 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 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. The Auditor is cautioned that the proposal shall be subject to acceptance without further clarification.
3. **Modification of Contract.** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written agreement of the duly authorized representatives of the contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Auditor and processed through the Division of Purchases. Upon request by the City, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

4. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the work, shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the scope of services.

5. **Personnel.**
 - a. The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with the City except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this contract shall be subcontracted without the written approval of the City.

 - b. The Auditor represents, in accordance with RSMo statute Section 285.530.2, that it has not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the Contract and agrees to provide an affidavit to the City of Springfield affirming that it has not, and will not in connection with the Contract, knowingly employ, or subcontract with, any person who is an unauthorized alien.

6. **Term.** The services of the Auditor shall commence only as authorized in writing by City purchase order or other written notice and shall commence as soon as practicable after the execution of this contract as promised by the Auditor in **Exhibit B**, unless otherwise directed in writing. The term of the Agreement shall be for the period specified in **Exhibit C**.

7. **Appropriation of Funds.** In the event funds are not appropriated by the Council of the City of Springfield for any term of the contract, any extension thereto or any portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8. **Payment.**
 - a. **Conditioned upon acceptable performance.** The City agrees to pay the Auditor in accordance with the prices and terms set forth in **Exhibit B** for work authorized by City purchase order or other written notice by the City upon presentation of proper invoice and inspection by the City of work completed by the Auditor. 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 and 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 Auditor under the terms of this contract exceed the sum of _____ **Dollars**
(\$ _____).

9. **Termination of Contract.**
 - a. **For Breach:** If, through any cause, the Auditor shall fail to fulfill in a timely and proper manner Auditor's obligations under this contract, or if the Auditor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination.

- b. **For Convenience:** The City shall have the right at any time by written notice to Auditor to terminate and cancel this contract, without cause, for the convenience of the City, and Auditor shall immediately stop work.

In either such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Auditor shall, at the option of the City become its property. The Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination of the contract. Notwithstanding the above, the Auditor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Auditor.

10. **Conflicts.**

- a. Auditor 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 Auditor further covenants that in the performance of this contract no person having such interest shall be employed.
- b. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders the contract void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

11. **Assignment.** The Auditor shall not assign or transfer any interest in this contract (whether by assignment or novation), and shall not substitute any specific individuals and/or personnel qualifications without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Auditor 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 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, though City will attempt to so notify any such assignee.

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

13. **Discrimination.** The Auditor 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, or political opinion or affiliation, against any employee of Auditor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

14. **Occupational License:** The Auditor 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 Auditor. No contract will be executed by the City until this occupational license has been obtained.

15. **Compliance with Laws.** Auditor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Auditor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Auditor is current.

16. **Nonresident/Foreign Auditors.** The Auditor shall procure and maintain during the life of this contract:

- a. If the Auditor 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.

- 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.
17. **General Independent Auditor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent Auditor 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 Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor 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 Auditor and the City, and the City will not be liable for any obligation incurred by the Auditor, including but not limited to unpaid minimum wages and/or overtime premiums.
18. **City Benefits.** The Auditor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.
19. **Liability and Indemnity.** The parties mutually agree to the following:
- In no event shall the City be liable to the Auditor 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.
 - The Auditor shall defend, indemnify, and hold 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 of any subcontract there under (the Contract or 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 Auditor.
 - The Auditor 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.
20. **Professional Liability Insurance:** The Auditor shall provide professional errors and omissions insurance in the amount of Five Million Dollars (\$5,000,000.00) with an insurance carrier with ratings no lower than A minus by A.M.Best.
21. **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 Auditor at the addresses shown above. The date of delivery of any notice given 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 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.
22. **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 litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

- 23. **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.
- 24. **Auditor's Responsibility for Subcontractors.** It is further agreed that Auditor 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 Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all Subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of Subcontractors and to give Auditor the same power regarding termination of any subcontract as the City may exercise over Auditor 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.
- 25. **Waiver.** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

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.

Mary Mannix-Decker, Director of Finance

AUDITOR

By: _____

Name: _____

Title: _____

CITY OF SPRINGFIELD, MISSOURI

By: _____

Michael Bell
Acting City Purchasing Agent

APPROVED AS TO FORM

Assistant City Attorney

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

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.

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 (2)]

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.

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU). *See attached sample.*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <http://www.uscis.gov/e-verify> or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417-864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Date

Verification

Department of Homeland Security –Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

Signature

01/01/2009

Sample
Memo of Understanding - MOU
E-Verify
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO PROPOSAL"
REQUEST FOR PROPOSAL #173-2016**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND
DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **RFP #173-2016** FOR **AUDITING SERVICES:
POLICE OFFICERS' & FIRE FIGHTERS' RETIREMENT SYSTEM** 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: _____



CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
REQUEST FOR PROPOSAL #173-2016

ADDENDUM #1

**R
E
T
U
R
N**

TO: Margaret Juarez, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: May 2, 2016
Buyer's Email: mjuarez@springfieldmo.gov
Telephone Number: 417-864-2079
Fax Number: 417-864-1927
DUE DATE: MAY 12, 2016

The Request for Proposal specified above is hereby amended and revised as described below. **This addendum must be acknowledged on the Affidavit of Compliance provided in the original bid documents.**

DESCRIPTION

**AUDITING SERVICES: POLICE OFFICERS' & FIRE FIGHTERS'
RETIREMENT SYSTEM**

Responses to Questions:

1. Does the City and/or Pension System have a mandatory rotation policy for audit firms, or has the current audit firm been invited to bid?

No, the current firm has been invited to bid.

2. Has there been any significant turnover in the accounting staff over the past year or any changes you'd expect would impact fieldwork?

No, there has been no change in key accounting staff.

3. Are members of the Selection Committee with the City, or outside participants?

The members include the Director of Finance, Accounting Manager, and two financial analysts involved with the audit process.

4. What, if anything, would the City and/or Pension System like to see changed about their current audit process? Are there any improvement areas you'd recommend to your auditor?

The City has received quality audits from their current firm. The firm has been very responsive to all requests throughout the term of the contract.

5. Does management prepare the draft of the pension financial statements, or has this historically been the auditor?
- a. Section 4.1.2 of the RFP states "Information Systems personnel will be available to assist the auditor with preparation of the report," and section of the RFP 4.2.1 states "City staff shall prepare the financial statements." Can you please confirm who will draft the financial statements for the period covered by this RFP?

The Finance staff prepares the draft report.

6. Relevant clients discussed in section 5.3.6 of RFP – For comparable clients and references listed for the pension proposal – are there specific categories you'd like presented with this information (the current list of examples look like they pertain to the proposal for the City's audit)?

The City is looking for experience with municipal governments that administer their own pension trust fund.

7. Investments held by the plan – are audited financial statements available for the Real Estate fund investment?

Yes, Prudential provides us with audited financial statements.

8. With the implementation of GASB 72 in the current year, what is the Plan's methodology for determining the levels of fair value for the investments?

The City plans on using the market approach to measuring fair value for the investments.

9. Were there any journal entries proposed by the audit firm during 2015 audit? Is there a list of these journal entries available?

No, there were no journal entries proposed by the audit firm.

10. Was a management letter issued during the 2015 audit, if so, is this available for review?

Yes, please see the attachment titled "Bid 173-2016RFP – Addendum 1 – Exhibit 1".

11. For the schedule of professional fees submitted in the proposal response, is a price quote being requested for only 2016, or also for the 4 optional years to renew?

Any change during the optional 4 years should be specified.

Board of Trustees and Management
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Springfield, Missouri

As part of our audit of the financial statements of City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan") as of and for the year ended June 30, 2015, we wish to communicate the following to you.

AUDIT SCOPE AND RESULTS

Auditor's Responsibility Under Auditing Standards Generally Accepted in the United States of America and the Standards Applicable to Financial Audits Contained in Government Auditing Standards Issued by the Comptroller General of the United States

An audit performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States is designed to obtain reasonable, rather than absolute, assurance about the financial statements. In performing auditing procedures, we establish scopes of audit tests in relation to the financial statements taken as a whole. Our engagement does not include a detailed audit of every transaction. Our engagement letter more specifically describes our responsibilities.

These standards require communication of significant matters related to the financial statement audit that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process. Such matters are communicated in the remainder of this letter or have previously been communicated during other phases of the audit. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.

An audit of the financial statements does not relieve management or those charged with governance of their responsibilities. Our engagement letter more specifically describes your responsibilities.

Qualitative Aspects of Significant Accounting Policies and Practices

Significant Accounting Policies

The Plan's significant accounting policies are described in *Note 2* of the audited financial statements.

Alternative Accounting Treatments

No matters are reportable.

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. The following areas involve significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates:

- Valuation of investments
- Calculation of net pension liability

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Retirement, disability and survivor benefits
- Determination of fair values
- Sensitivity analysis of net pension liability

Audit Adjustments

No matters are reportable.

Auditor's Judgments About the Quality of the Entity's Accounting Principles

No matters are reportable.

Other Material Written Communication

Listed below is another material written communication between management and us related to the audit:

- Management representation letter (attached)

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements of the Plan as of and for the year ended June 30, 2015, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, we considered the Plan's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses and, therefore, there can be no assurance that all deficiencies, significant deficiencies or material weaknesses have been identified.

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 of the Plan's financial statements on a timely basis. A deficiency in design exists when a control necessary to meet a control objective is missing or an existing control is not properly designed so that, even if the control operates as designed, a control objective would not be met. A deficiency in operation exists when a properly designed control does not operate as designed or when the person performing the control does not possess the necessary authority or competence to perform the control effectively.

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 Plan's financial statements will not be prevented or detected and corrected on a timely basis.

A significant deficiency is a deficiency, or 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.

We observed the following matters that we consider to be deficiencies.

Deficiencies

Maintenance of Plan Census Data

We selected a sample of 30 active participants from the Plan's census to test the proper calculation of employee and employer contributions to the Plan. In our initial testing, we noted that the annual pay amounts in the census file did not agree to the City of Springfield's (the "City") Oracle payroll system. It was determined that the errors in the annual pay amounts were the result of the census file including participants' longevity pay and degree pay twice. The annual pay amounts are entered into the census file from the pension database. In fiscal year 2014, the City's payroll processing was converted to a new version of the Oracle system. In fiscal year 2015, the Plan's financial analyst made changes to the way that the payroll information was pulled from Oracle to the pension database so that longevity and degree pay would be included in the amounts transferred to the pension database. The change converted a once manual process to a system generated report, but inadvertently resulted in longevity and degree pay being added twice to the base pay when imported into the pension database. Therefore, annual pay included in the Plan's census file provided to the Plan's actuary was overstated. Once this issue was isolated, the financial analyst worked with the City's information technology department to correct the programming issue and prepared a revised census file for use by the actuary and audit testing. We recommend the finance department incorporate a review of the census file prior to submission to the Plan's actuary that includes a reconciliation of total annual pay to the City's payroll information.

Benefit Payment Calculation

We selected a sample of 30 participants that were receiving benefits. This sample was used to test the proper calculation of benefit payments and adjustment to benefit payments for applicable cost of living adjustments. Our sample excluded those participants receiving benefits for the first time, as those participants were tested in a separate sample. In our testing, we found one participant who retired in 2010, whose benefit payment calculation was inconsistent with the standard practices of the Plan. The percentages used for service credit are rounded to two decimal places, whereas the calculation for this participant was rounded up to the nearest percentage point. Rounding up the percentage from 45.88% to 46% resulted in the initial benefit payment calculation being overstated by \$14. We recommend the director of finance to continue to review and approve benefit payment calculations and ensure the calculations are completely consistent for all participants and in accordance with plan provisions.

OTHER MATTERS

Although not considered material weaknesses, significant deficiencies or deficiencies in internal control over financial reporting, we observed the following matters and offer these comments and suggestions with respect to matters which came to our attention during the course of the audit of the financial statements. Our audit procedures are designed primarily to enable us to form an opinion on the financial statements and, therefore, may not bring to light all weaknesses in policies and procedures that may exist. However, these matters are offered as constructive suggestions for the consideration of management as part of the ongoing process of modifying and improving financial and administrative practices and procedures. We can discuss these matters further at your convenience and may provide implementation assistance for changes or improvements.

Asset Allocation

The Plan's investment allocation is in line with the ranges in the Investment Policy Statement by Asset Type, but the target allocation percentages by Subasset Classes were not yet met at year end. In comparison to the target percentages in the Investment Policy Statement, the Plan had differentials greater than three percentage points for the following subasset classes:

Subasset Class	Target Allocation	Actual Allocation
Developed Non-US Equity-Small Cap	2-7%	0%
Long Duration Fixed Income	7-13%	0%

This communication is intended solely for the information and use of management and the Board of Trustees of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

BKD, LLP

November 3, 2015

November 3, 2015

BKD, LLP
Certified Public Accountants
P.O. Box 1190
Springfield, MO 65801-1190

We are providing this letter in connection with your audits of the financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the Plan) as of and for the years ended June 30, 2015 and 2014. We confirm that we are responsible for the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of. We are also responsible for adopting sound accounting policies, establishing and maintaining effective internal control, and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement.

We confirm, to the best of our knowledge and belief, the following:

1. We have fulfilled our responsibilities, as set out in the terms of our original contract dated July 2, 2012, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America.
2. We acknowledge our responsibility 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.
3. We acknowledge our responsibility for the design, implementation and maintenance of internal control to prevent and detect fraud.
4. We have reviewed and approved a draft of the financial statements and related notes referred to above, which you prepared in connection with your audit of our financial statements. We acknowledge that we are responsible for the fair presentation of the financial statements and related notes.

Department of Finance
840 Boonville Avenue P.O. Box 8368, Springfield, Missouri 65801
(417)-864-1625 • Fax: (417)-864-1880 • springfieldmo.gov



5. We have provided you with:
 - (a) Access to all information of which we are 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 you have requested from us for the purpose of the audit.
 - (c) Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - (d) All minutes of Board of Trustees' meetings held through the date of this letter.
 - (e) All significant contracts.
6. All transactions have been recorded in the accounting records and are reflected in the financial statements.
7. We have informed you of all current risks of a material amount that are not adequately prevented or detected by plan procedures with respect to:
 - (a) Misappropriation of assets.
 - (b) Misrepresented or misstated assets or liabilities.
8. We have no knowledge of any known or suspected:
 - (a) Fraudulent financial reporting or misappropriation of assets involving management or employees who have significant roles in internal control.
 - (b) Fraudulent financial reporting or misappropriation of assets involving others that could have a material effect on the financial statements.
9. We have no knowledge of any allegations of fraud or suspected fraud affecting the Plan received in communications from participants, former participants, regulators, third-party servicers or others.
10. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware. Related party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America. We understand the term related party refers to an affiliate; employer, management, fiduciaries, and members of their immediate families, and any other party with which the Plan may deal if the Plan can significantly influence, or be influenced by, the management or operating policies

of the other. The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with the Plan.

11. Except as reflected in the financial statements, there are no:
 - (a) Plans or intentions that may materially affect carrying values of assets and liabilities.
 - (b) Material transactions omitted or improperly recorded in the financial records.
 - (c) Material gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.
 - (d) Events occurring subsequent to the date of the statement of net assets available for benefits through the date of this letter requiring adjustment or disclosure in the financial statements.
 - (e) Agreements to purchase assets previously sold.
12. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements.
13. The Plan is not aware of any pending or threatened litigation or claims whose effects should be considered when preparing the financial statements. Neither the Plan nor the sponsor has sought or received attorney's services related to pending or threatened litigation or claims during or subsequent to the audit period. Also, we are not aware of any litigation or claims, pending or threatened, for which legal counsel should be sought.
14. Adequate allowances have been provided for any material losses from uncollectible receivables.
15. With regard to deposit and investment activities:
 - (a) All deposits and investment transactions have been made in accordance with legal and contractual requirements.
 - (b) Disclosures of deposit and investment balances are risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.
 - (c) We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.

16. The Springfield, Missouri, Code of Ordinances related to the Plan has not been amended during the year.
17. The Plan provisions at the date of this letter are the same as those at the actuarial valuation date.
18. The Plan has made no investments during the year that violate the terms of the Plan.
19. The participants' data that we provided the Plan's actuary for the purposes of determining the net pension liability and other actuarially determined amounts in the financial statements were complete.
20. We agree with the actuarial methods and assumptions that the actuary used for funding purposes and for determining total pension liability and know of nothing that would make such methods or assumptions inappropriate in the circumstances.
21. Except as disclosed in the financial statements, the actuarial methods or assumptions used in calculating amounts recorded or disclosed in the financial statements have not been changed since the previous year.
22. Except as disclosed in the financial statements, the Plan has:
 - (a) Satisfactory title to all recorded assets, and they are not subject to any liens, pledges or other encumbrances.
 - (b) Complied with all aspects of contractual agreements, for which noncompliance would materially affect the financial statements.
23. The financial statements disclose all significant estimates known to us. Significant estimates are estimates at the date of the statement of net assets available for benefits which could change materially within the next year. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.
24. With respect to any nonattest services you have provided us during the year, including drafting the financial statements and related notes:
 - (a) We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.
 - (b) We have established and monitored the performance of the nonattest services to ensure that they meet our objectives.
 - (c) We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.

- (d) We have evaluated the adequacy of the services performed and any findings that resulted.
25. We have reviewed the reports of all transactions processed by third-party servicers, and, based on our review, we believe the transactions shown in the reports are valid and in accordance with our instructions to the third-party processor.
26. We have apprised you of all communications, written or oral, with regulatory agencies concerning the operation of the Plan.
27. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis, and pension information, has been prepared, and is presented in conformity with the applicable GASB pronouncements. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation



Mary Mannix-Decker
Director of Finance

Janell Manley
Administrative Director



Maryjo Kerringer
Financial Analyst

Financial Statements and
Supplemental Information

City of Springfield, Missouri
Police Officers' and Fire Fighters'
Retirement Fund

Independent Auditor's Report and Financial Statements

June 30, 2015 and 2014



City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
June 30, 2015 and 2014

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Independent Auditor's Report

The Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Springfield, Missouri

Report on the Financial Statements

We have audited the accompanying basic financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan"), a fiduciary fund of the City of Springfield, Missouri, which comprise the statements of fiduciary net position as of June 30, 2015 and 2014, and statements of changes in fiduciary net position and the related notes to the financial statements for the years ended June 30, 2015 and 2014, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards 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. In making those risk assessments, the auditor considers internal control relevant to the entity'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. Accordingly, we express no such opinion. 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.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the net position restricted for pensions of the Plan as of June 30, 2015 and 2014, and the changes in its net position restricted for pensions for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and pension information listed in the table of contents be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated November 3, 2015, on our consideration of the Plan's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control over financial reporting and compliance.

BKD, LLP

Springfield, Missouri
November 3, 2015

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Management Discussion and Analysis (Unaudited)
Years Ended June 30, 2015 and 2014

Management is pleased to present this overview and analysis of the financial activities of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund for the fiscal years ending June 30, 2015 and 2014. The intent of this discussion and analysis is to look at the Plan's financial performance as a whole; readers should review the financial statements, notes to the financial statements and other schedules in order to enhance their understanding of the Plan's financial performance.

FINANCIAL STATEMENTS

The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund is a single employer contributory defined benefit plan. The financial statements are prepared on an accrual basis, whereby transactions are recognized when they occur, regardless of when the cash is received or disbursed. Investments are recorded at market value.

The Statement of Fiduciary Net Position presents the assets and liabilities by major categories as of the end of the fiscal year. The difference between assets and liabilities is the net position restricted for pensions. Over time, increases or decreases in fiduciary net position can be monitored to determine whether the Plan's financial condition is improving or deteriorating.

The Statement of Changes to Fiduciary Net Position presents information on the increases and decreases that caused the change in fiduciary net position during the fiscal year.

The Notes to the Financial Statements are an integral part of the financial statements. The notes provide important detail and background information that is essential to the full understanding of the data provided in the financial statements. The notes also contain information pertaining to the Plan's actuarial methods and assumptions including data on the funded status of the Plan.

Required Supplementary Information section follows immediately after the notes to the basic financial statements. This section includes the schedule of changes in net pension liability and related ratios which has information about the actuarially funded status of the Plan and the progress made in the accumulation of sufficient assets to pay benefits. The schedule of contributions provides historical information about the annual contributions made by the City of Springfield, Missouri, to the Plan. All of this information is considered useful in understanding and evaluating the financial activities of the Plan.

Financial Analysis

Fiduciary net position may serve over time as a useful indicator of the Plan's financial position. The fiduciary net position is available to meet the Plan's ongoing obligation to plan members and their beneficiaries.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Management Discussion and Analysis (Unaudited)
Years Ended June 30, 2015 and 2014

A summary of the Statement of Fiduciary Net Position is as follows (\$000's):

	2015	2014	2013
Assets			
Cash and short-term investments	\$ 18,588	\$ 4,478	\$ 6,348
Public safety pension sales tax due from City	5,056	5,021	4,165
Accrued interest and dividends	313	287	290
Investments	298,788	299,986	243,566
Total Assets	322,745	309,772	254,369
Liabilities			
Accounts payable	211	118	11
Net Position Restricted for Pensions	\$ 322,534	\$ 309,654	\$ 254,358

In 2015, fiduciary net position increased by \$12.9 million or 4% over 2014. This increase was primarily driven by an increase in cash and short-term investments. In 2014, fiduciary net position increased \$55.3 million or 22% over 2013. This increase was primarily driven by the increase in the fair market value of investments.

A summary of the Statement of Changes in Fiduciary Net Position is as follows (\$000's):

	2015	2014	2013
Additions			
Contributions			
Sales tax	\$ 30,772	\$ 29,315	\$ 27,957
City	7,131	7,658	7,658
Employees	2,983	3,201	3,038
Total contributions	40,886	40,174	38,653
Net investment income (loss)	(4,345)	37,637	23,489
Other income	83	26	56
Total Additions	36,624	77,837	62,198
Deductions			
Benefit payments	20,823	19,228	18,245
Refund of contributions	2,586	2,959	1,177
Administrative expenses	335	354	328
Total Deductions	23,744	22,541	19,750
Net Increase	12,880	55,296	42,448
Net Position Restricted for Pensions, Beginning of Year	309,654	254,358	211,910
Net Position Restricted for Pensions, End of Year	\$ 322,534	\$ 309,654	\$ 254,358

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Management Discussion and Analysis (Unaudited)
Years Ended June 30, 2015 and 2014

The City contributes 35% of payroll and employees contribute 14.63%. In 2009, Springfield voters passed a public safety sales tax with 100% of the tax revenue dedicated to the Plan. In 2015, this tax generated \$31 million, a 5% increase over 2014. In 2014, this tax generated \$29 million, a 5% increase over 2013. The public safety pension sales tax was scheduled to expire in 2015. In 2014, voters extended this tax for another five years. The tax is now scheduled to expire in March 2020.

Benefit payments include monthly payments of retirement, disability and survivor benefits. These payments increased \$1,596,000, or 8%, from 2014 to 2015, and \$983,000, or 5%, from 2013 to 2014. These increases are due to more retirees receiving payments and the automatic 3% cost-of-living adjustment.

Upon retirement, plan members receive a refund of the contributions they made to the Plan during their employment. In 2015, the amount refunded was \$374,000 less than in 2014. In 2015, there were fewer retirements and the average refund was lower. In 2014, the amount refunded was \$1,782,000 more than 2013. In 2014 there were more retirements and the average refund was more than in 2013.

Plan Highlights

As computed under Statement No. 67 of the Government Accounting Standards Board, the total pension liability for the Plan at June 30, 2015, was \$452,710,859 and the net pension liability was \$130,177,279. At June 30, 2014, the total pension liability was \$430,036,714 and the net pension liability was \$120,383,254. The fiduciary net position as a percent of the total pension liability was 71% at June 30, 2015. This is a decline from June 30, 2014, when the fiduciary net position was 72% of the total pension liability. The decrease in the net position as a percent of the total liability is primarily due a rate of return which was less than the assumed rate of 7%. This resulted in an increase in the present value of future benefits for both active employees and retirees.

Requests for Additional Information

This financial report is designed to provide a general overview of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund to all parties with an interest in the Plan and to demonstrate accountability to the community. Questions regarding any information provided in this report, or requests for additional information should be directed to the Director of Finance, City of Springfield, 840 Boonville Avenue, Springfield MO 65801.

Mary Mannix Decker

Mary Mannix Decker
Director of Finance

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Statements of Fiduciary Net Position
June 30, 2015 and 2014

Assets

	<u>2015</u>	<u>2014</u>
Cash and Short-Term Investments	<u>\$ 18,587,762</u>	<u>\$ 4,477,842</u>
Receivables		
Public safety pension sales tax due from City	5,055,966	5,021,411
Accrued interest and dividends	<u>312,794</u>	<u>286,709</u>
Total receivables	<u>5,368,760</u>	<u>5,308,120</u>
Investments, At Fair Value		
Money market mutual funds	345,820	633,694
U.S. Treasury securities	2,877,795	3,088,329
U.S. agency securities	2,967,874	5,235,750
Government-sponsored enterprises obligations	12,527,768	12,398,485
Corporate bonds	21,496,745	18,058,146
Municipal bonds	1,961,530	2,201,651
International fixed income fund	42,374,600	41,120,369
Index fund - fixed income	16,494,245	12,812,152
Index funds - equities	69,636,755	69,174,020
Index fund - commodities	13,043,480	17,138,375
International equity funds	72,273,904	77,843,195
International hedge fund	30,278,976	28,795,566
Real estate fund	<u>12,508,292</u>	<u>11,486,313</u>
Total investments	<u>298,787,784</u>	<u>299,986,045</u>
Total assets	322,744,306	309,772,007
Liabilities		
Accounts payable	<u>210,726</u>	<u>118,547</u>
Net Position Restricted for Pensions	<u>\$ 322,533,580</u>	<u>\$ 309,653,460</u>

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Statements of Changes in Fiduciary Net Position
Years Ended June 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Additions		
Contributions		
Employer - public safety pension sales tax	\$ 30,772,390	\$ 29,315,082
Employer	7,131,402	7,658,315
Members	<u>2,982,942</u>	<u>3,201,170</u>
Total contributions	<u>40,886,734</u>	<u>40,174,567</u>
Investment income		
Net appreciation (depreciation) in fair value of investments	(4,401,805)	37,283,139
Interest and dividends	<u>1,465,130</u>	<u>1,577,953</u>
	(2,936,675)	38,861,092
Less investment expense	<u>(1,407,993)</u>	<u>(1,223,629)</u>
Net investment income (loss)	<u>(4,344,668)</u>	<u>37,637,463</u>
Other revenue	<u>82,892</u>	<u>25,926</u>
Total additions	<u>36,624,958</u>	<u>77,837,956</u>
Deductions		
Benefit payments	20,823,494	19,227,871
Refunds of contributions	2,586,004	2,959,629
Administrative expenses	<u>335,340</u>	<u>354,745</u>
Total deductions	<u>23,744,838</u>	<u>22,542,245</u>
Net Increase in Net Position	12,880,120	55,295,711
Net Position Restricted for Pensions, Beginning of Year	<u>309,653,460</u>	<u>254,357,749</u>
Net Position Restricted for Pensions, End of Year	<u>\$ 322,533,580</u>	<u>\$ 309,653,460</u>

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Note 1: Description of the Plan

The City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund (the "Plan"), is a single-employer, defined benefit pension plan. Prior to the closing the Plan to new entrants on January 31, 2010, the City of Springfield, Missouri's (the "City") police officers and fire fighters became members in the Plan as a condition of their employment. Members hired on or after June 1, 2006, have voluntarily left the Plan and are currently members in the Local Government Employees Retirement System (LAGERS). These former members' contributions to this plan have been refunded and they are no longer due any benefits. Police officers and fire fighters hired on or after February 1, 2010, are provided a retirement plan through LAGERS.

Operations of the Plan are governed by City ordinance and are administered by the Plan's Board of Trustees (the "Trustees"). The Trustees consists of nine voting members: one current member of the police department, one current member of the fire department, one former employee who is currently receiving benefits from the system and six citizens recommended by the City Manager and approved by the City Council. The Trustees also include five nonvoting members, one of which is a member of the City Council designated by the Mayor to act as a liaison. The Plan is not subject to the provisions of the *Employee Retirement Income Security Act 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 pension trust fund.

Membership in the Plan as of June 30, 2015 and 2014, is comprised of the following:

	June 30, 2015		
	Police Officers	Firefighters	Total
Retirees and beneficiaries currently receiving benefits	257	273	530
Terminated vested members	16	2	18
Fully vested active members	168	133	301
	441	408	849

	June 30, 2014		
	Police Officers	Firefighters	Total
Retirees and beneficiaries currently receiving benefits	248	271	519
Terminated vested members	16	2	18
Fully vested active members	180	140	320
	444	413	857

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

The following brief description of the Plan is provided for general information purposes only. Sections 2-441 through 2-483 of the Springfield, Missouri, Code of Ordinances should be referred to for complete details. Members should also refer to the pamphlet, *City of Springfield Police Officers' and Fire Fighters' Retirement Fund Summary Plan Description*, for a more complete description of the Plan's provisions. Copies of the pamphlet are available from the City's Finance Department.

Retirement Benefits

Members become vested in the Plan after five years of service. Members are entitled to retirement benefits after 25 years of service, at age 50 after 20 years of service, or at age 60. Members with at least five years of service may elect to receive early retirement reduced benefits at age 55. Normal retirement benefits are 2.8% multiplied by total years of credited service multiplied by the average of a member's highest three years of salary within the last 10 years, limited to 70% of average annual salary.

Disability Benefits

Nonduty disability benefits are available to members having at least three years of service who become totally and permanently disabled from nonduty causes. These benefits are 1.75% of the member's average salary if the member retired prior to January 1, 2005, and seven-eighths of the percentage multiplier rate for the normal service retirement benefit, including the additional three-tenths multiplier for each year of service, subject to a minimum of 25% and a maximum of 50% for members who are current employees of the police or fire departments on and before January 1, 2005.

With respect to any member commencing employment on or after January 1, 2005, and before June 1, 2006, and having at least five years of service who become totally and permanently disabled from nonduty causes shall be entitled to a nonduty disability. This pension shall be payable during the lifetime of the member, provided the disability continues. The pension for members commencing employment on or after January 1, 2005, and before June 1, 2006, shall be equal to seven-eighths of the percentage multiplier rate for the normal service retirement benefit in effect at the time of the granting of the nonduty disability pension, including the additional three-tenths multiplier amount times the average salary for each year of service, subject to a minimum benefit of 25% of average salary and a maximum benefit of 50% of average salary.

Duty disability benefits are available to members, irrespective of the length of service, who become disabled as a direct result of occupational duties. Duty disability benefits are 66 2/3% of the member's salary in effect at the date of the disability, with an offset for any amounts payable under worker's compensation.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Survivor Benefits

A pension equal to 50% of the member's average salary in effect at the date of death is payable to the surviving spouse until the spouse remarries if death occurs as a direct result of an act of duty. An additional allowance of 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment to a surviving spouse and children of 75% of the member's salary, with an offset for any amounts payable under workers' compensation. Survivor's pensions for nonduty connected deaths are 25% of average salary plus 1 and 1/8% of average salary for each year of service, provided the member had at least five years of service, subject to a maximum of 50% of average salary paid to the surviving spouse. An additional 10% of the member's salary is payable for each surviving child under the age of 18, subject to a maximum payment of 60% of the member's salary to a surviving spouse and children for a nonduty death.

Termination

A member who terminates employment with the City and is not eligible for benefits from the Plan, is paid on demand and without interest his contributions to the Plan. If the member has five years of service, the member may remain vested and elect to receive benefits payable commencing at the member's normal retirement date.

Annual Adjustments

Plan members entering the Plan prior to June 1, 2006, will have pension benefits increased 3% each July over the amount paid in the preceding month of June, provided the pension has been paid at least 12 months prior to the July change. For age and service retirement pensions, the 3% increase does not begin until the calendar year of the employee's 56th birthday. Surviving spouses and dependent children receiving benefits are also eligible for the increase.

Note 2: Summary of Significant Accounting Policies

Basis of Accounting

The accompanying financial statements are prepared in accordance with accounting principles generally accepted in the United States of America. The Plan is accounted for using the economic resources measurement focus and the accrual basis of accounting. Plan member contributions are recognized in the period in which contributions are due. Employer contributions are recognized when due and the employer has made a formal commitment to provide the contributions. Expenses are recognized when incurred. Benefits and refunds are recognized when due and payable under the terms of the Plan.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Investments

Investments are recorded at fair value, based on quoted market prices at the valuation date. Securities traded on a national or international exchange are valued at the last reported sales price at current exchange rates. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. Net appreciation (depreciation) includes the Plan's gains and losses on investments bought and sold as well as held during the year.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires the Plan's management to make estimates and assumptions that affect the reported amounts of assets, liabilities and changes therein and disclosure of contingent assets and liabilities and the net pension liability at the date of the financial statements. Actual results could differ from those estimates.

Administrative Expenses

The Plan's Board of Trustees acts as the trustee for the Plan's assets. The operating and other administrative expenses incurred by the Trustees, or its employees, in the performance of its duties as the Plan's trustee are paid from the assets of the Plan accumulated from contributions and investment earnings. Such expenses totaled \$335,340 and \$354,745 in 2015 and 2014, respectively, and are reported as administrative expense in the accompanying statement of changes in fiduciary net position.

Note 3: Contributions

The City's funding policy provides for periodic employer contributions at actuarially determined rates that, expressed as percentages of annual covered payroll, are designed to accumulate sufficient assets to pay benefits when due. Members entering the Plan prior to June 1, 2006, were required to contribute 14.63% of their annual salary to the Plan for the year ended June 30, 2015 and 2014. The member contribution rate is comprised of the required 8.50% rate and 6.13% for the additional funding contribution. The Plan requires the additional funding contribution rate be adjusted triennially, with the next adjustment occurring July 1, 2016. The City may, at its discretion, contribute the remaining amounts necessary to fund the Plan using the entry age normal actuarial method as specified by ordinance. For the years ended June 30, 2015 and 2014, the City's contribution rate to the Plan was 35% of member salaries.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

During the years ended June 30, 2015 and 2014, contributions totaling \$40,886,734 and \$40,174,567, respectively, were made to the Plan. In 2015, the employer's actual contributions of \$7,131,402 and \$30,772,390 in public safety sales tax revenue met the annual required employer's contributions of \$16,267,747 as determined by the Plan's actuary. In 2014, the employer's actual contributions of \$7,658,315 and \$29,315,082 in public safety sales tax revenue met the annual required employer's contributions of \$19,607,474 as determined by the Plan's actuary. For the years ended June 30, 2015 and 2014, employer contributions represented 37.8% and 40.8%, respectively, and employee contributions represented 15.8% and 17.1 %, respectively, of covered payroll.

The amount of contributions relating to the public safety sales tax due from the City of Springfield at June 30, 2015 and 2014, were \$5,055,966 and \$5,021,411, respectively. The public safety sales tax earned in May and June 2015 was \$3,179,167 and \$1,876,799, respectively. The Plan received these contributions subsequent to June 30, 2015. The public safety sales tax earned in May and June 2014 was \$3,233,028 and \$1,788,383, respectively. The Plan received these contributions subsequent to June 30, 2014.

Note 4: Deposits and Investments

It is the objective of the Plan in managing its investment portfolio as a whole to realize an investment return that at a minimum equals the Plan's actuarial long-term rate of return assumption on an ongoing basis.

The City has delegated the authority to manage the Plan's investments to the Trustees. The City approves the investment guidelines and objectives for the Plan. Trustees recommend the appropriate asset types to the City for approval. The Trustees may add, delete or change asset classes within those asset types at their discretion at any time within the parameters established by the City.

The asset type and classes, target asset allocation and ranges to be used in the Plan are shown below. All percentages are based on market values. The portfolio shall be reviewed on a quarterly basis and the Plan's Investment Consultant shall convey a recommended rebalancing plan to the Board, if necessary. The Investment Consultant's recommendation shall be conveyed to the Board within 30 days of each quarter end. The investment policy allows investment managers to use pooled investments to obtain the ranges and target percentages shown below.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

The asset classes and targets at June 30, 2015 and 2014, were as follows:

Asset Type and Class	June 30, 2015	
	Range	Target
Equities	25% - 75%	
U.S. Equity (Large Cap)		8% -16%
U.S. Equity (Small Cap)		1% - 7%
Developed Non-U.S. Equity		7% - 15%
Developed Non-U.S. Equity (Small Cap)		2% - 7%
Emerging Market Equity		7% - 13%
Fixed Income	25% - 50%	
Core Fixed Income		7% - 13%
Long Duration Fixed Income		7% - 13%
Developed Non-U.S. Fixed Income		6% - 12%
Emerging Market Fixed Income		2% - 8%
Inflation-Linked Fixed Income		2% - 8%
Alternatives	0% - 35%	
Real Estate/REITS		2% - 8%
Hedge Fund of Funds		7% - 13%
Commodities		2% - 8%
Asset Type and Class	June 30, 2014	
	Range	Target
Equities	25% - 75%	
U.S. Equity		16%
Developed Equity		15%
Emerging Market Equity		10%
Fixed Income	25% - 50%	
Core Fixed Income		10%
Inflation Linked Bonds		5%
Developed Fixed Income		9%
Emerging Market Debt		5%
Long-Term Fixed Income		10%
Alternatives	0% - 35%	
Real Estate		5%
Hedge Fund of Funds		10%
Commodities		5%

The Plan's deposits and investments are exposed to risks, including credit risk, concentration of credit risk, custodial credit risk and interest rate risk that have the potential to result in losses.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Credit Risk

Credit risk is the risk that the issuer or other counterparty to an investment will not fulfill its obligations. The Plan's investment policy requires its domestic fixed income investment managers to maintain an average quality of portfolio holdings of A- or better and A or better at June 30, 2015 and 2014, respectively, as measured by at least one credit rating service, with no more than 20% of the portfolio being invested in securities rated below BBB. The Plan's investment policy limits its international fixed income investment managers to invest only in securities that are rated at BBB- or higher by one of the three established rating agencies. The Plan's investment policy requires commercial paper holdings be rated A-1 or P-1 by at least one established rating agency. However, the Plan's investment policy does not specifically limit the investment choices for any other type of securities based on ratings given by the rating agencies.

The following tables provide information regarding Standard & Poor's credit ratings associated with the Plan's investments as of June 30, 2015 and 2014:

Investment Type	Range of Ratings	Percentage of Total Portfolio
June 30, 2015		
Domestic		
Money market mutual funds	N/A	0.1%
U.S. Treasury securities	AA+	1.0%
U.S. agency securities	AA+	1.0%
Government-sponsored enterprises obligations	AA+	4.2%
Corporate bonds	AAA to BB	7.2%
Municipal bonds	AAA to A-	0.7%
International fixed income fund		
Brandywine International Fixed Income Fund	N/A	9.6%
Pyramis Emerging Fixed Income Fund	N/A	4.6%
Index fund - fixed income		
SSgA U.S. TIPS Index Non-Lending Fund	N/A	5.5%
Index funds - equities		
Russell 2000 Index Non-Lending Fund	N/A	7.1%
S&P 500 Flagship Non-Lending Fund	N/A	16.2%
Index fund - commodities		
SSgA Dow Jones-UBS Commodity Index Non-Lending Fund	N/A	4.4%
International equity funds		
Pictet International Equity Fund, LLC	N/A	16.3%
Wells Fargo Emerging Markets Equity Fund	N/A	7.9%
International hedge fund		
EnTrust Capital Diversified Fund QP Ltd.	N/A	5.0%
Blackstone Alternative BPIF Nontax LP	N/A	5.1%
Real estate fund		
Prudential - PRISA SA	N/A	4.2%

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

June 30, 2014

Investment Type	Range of Ratings	Percentage of Total Portfolio
Domestic		
Money market mutual funds	N/A	0.2%
U.S. Treasury securities	AA+	1.0%
U.S. agency securities	AA+	1.8%
Government-sponsored enterprises obligations	AA+	4.1%
Corporate bonds	AAA to Bb	6.0%
Municipal bonds	AAA to A+	0.7%
International fixed income fund		
Brandywine International Fixed Income Fund	N/A	10.1%
Pyramis Emerging Fixed Income Fund	N/A	3.6%
Index fund - fixed income		
SSgA U.S. TIPS Index Non-Lending Fund	N/A	4.3%
Index funds - equities		
Russell 2000 Index Non-Lending Fund	N/A	8.1%
S&P 500 Flagship Non-Lending Fund	N/A	15.0%
Index fund - commodities		
SSgA Dow Jones-UBS Commodity Index Non-Lending Fund	N/A	5.7%
International equity funds		
Pictet International Equity Fund, LLC	N/A	17.9%
Wells Fargo Emerging Markets Equity Fund	N/A	8.1%
International hedge fund		
EnTrust Capital Diversified Fund QP Ltd.	N/A	5.1%
Blackstone Alternative BPIF Nontax LP	N/A	4.5%
Real estate fund		
Prudential - PRISA SA	N/A	3.8%

Concentration of Credit Risk

The Plan's investment policy at June 30, 2015 and 2014, respectively, mandates that no managed account may invest more than 5% and 3.5% of managed assets in the securities of a single issuer with the exception of issuers guaranteed by the U.S. government. As of June 30, 2015 and 2014, the Plan was in compliance with this policy.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Investment Concentrations

The fair value of individual investments that represented 5% or more of the Plan's net position restricted for pensions were as follows:

	<u>2015</u>	<u>2014</u>
Pictet International Equity Fund, LLC	\$ 48,767,608	\$ 53,749,243
S&P 500 Flagship Non-Lending Fund	48,346,058	45,020,372
Brandywine International Fixed Income Fund	28,590,156	30,229,370
Wells Fargo Emerging Markets Equity Fund	23,506,296	24,089,940
Russell 2000 Index Non-Lending Fund	21,290,697	24,153,648
SSgA U.S. Treasury Inflation Protected Securities (TIPS) Index Non-Lending Fund	16,494,245	12,812,152 *
SSgA Dow Jones-UBS Commodity Index	13,043,480 *	17,138,375

* Investment fund did not meet the 5% threshold for each respective year.

Custodial Credit Risk

In the event of a failure of a financial institution or counterparty, custodial credit risk is the risk that the Plan would not be able to recover its deposits, investments or collateral securities in the possession of an outside party. The Plan's investment policy requires assets held by a custodian as determined by the board of trustees be held in the name of the City of Springfield Police Officers' and Fire Fighters' Retirement Fund. In addition, the Plan addresses custodial credit risk by diversifying its investment portfolio and requiring all assets to be invested with the care, skill and diligence that a prudent person familiar with such matters acting in a like capacity would use in a similar enterprise.

At June 30, 2015 and 2014, the bank balances of the Plan's deposits totaled \$18,587,762 and \$4,477,842, respectively. The City's policy is to pledge collateral of at least 102% of deposits not covered by federal deposit insurance. Obligations pledged to secure deposits may consist of the same type of obligations in which the City may invest.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Interest Rate Risk

Interest rate risk is the risk that changes in financial market rates of interest will adversely affect the value of an investment. As a means of limiting exposure to interest rate risk, the Plan diversifies its investments by security type and institution, and limits holdings in any one type of investment with any one issuer. The Plan coordinates its investment maturities to closely match cash flow needs.

At June 30, 2015, investment maturities by investment type were as follows:

Type	Fair Value	Maturities in Years			
		Less than 1	1-5	6-10	More than 10
Money market mutual funds	\$ 345,820	\$ 345,820	\$ -	\$ -	\$ -
U.S. Treasury securities	2,877,795	-	1,847,683	-	1,030,112
U.S. agency securities	2,967,874	-	131,304	907,000	1,929,570
Government-sponsored enterprises obligations	12,527,768	129,076	1,115,445	1,002,723	10,280,524
Corporate bonds	21,496,745	685,323	7,046,148	8,344,831	5,420,443
Municipal bonds	1,961,530	210,699	717,619	640,661	392,551
International fixed income fund	42,374,600	42,374,600	-	-	-
Index fund - fixed income	16,494,245	16,494,245	-	-	-
		<u>\$ 60,239,763</u>	<u>\$ 10,858,199</u>	<u>\$ 10,895,215</u>	<u>\$ 19,053,200</u>
Index funds - equities	69,636,755				
Index fund - commodities	13,043,480				
International equity funds	72,273,904				
International hedge fund	30,278,976				
Real estate fund	12,508,292				
	<u>\$ 298,787,784</u>				

At June 30, 2015, as reported at fair value, the Plan's U.S. agency securities consisted of \$2,643,784 Small Business Administration (SBA) and \$324,090 Government National Mortgage Association (GNMA) debt securities and the Plan's government-sponsored enterprises obligations consisted of \$4,977,262 Federal Home Loan Mortgage Corporation (FHLMC) and \$7,550,506 Federal National Mortgage Association (FNMA) debt securities.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

At June 30, 2014, investment maturities by investment type were as follows:

Investments Type	Fair Value	Maturities in Years			
		Less than 1	1-5	6-10	More than 10
Money market mutual funds	\$ 633,694	\$ 633,694	\$ -	\$ -	\$ -
U.S. Treasury securities	3,088,329	133,893	905,692	2,048,744	-
U.S. agency securities	5,235,750	-	176,149	1,274,253	3,785,348
Government-sponsored enterprises obligations	12,398,485	-	1,555,686	1,318,413	9,524,386
Corporate bonds	18,058,146	672,828	6,071,672	6,502,904	4,810,742
Municipal bonds	2,201,651	110,000	1,051,606	774,780	265,265
International fixed income fund	41,120,369	41,120,369	-	-	-
Index fund - fixed income	12,812,152	12,812,152	-	-	-
		<u>\$ 55,482,936</u>	<u>\$ 9,760,805</u>	<u>\$ 11,919,094</u>	<u>\$ 18,385,741</u>
Index funds - equities	69,174,020				
Index fund - commodities	17,138,375				
International equity funds	77,843,195				
International hedge fund	28,795,566				
Real estate fund	11,486,313				
	<u>\$ 299,986,045</u>				

At June 30, 2014, as reported at fair value, the Plan's U.S. agency securities consisted of \$2,852,745 Small Business Administration (SBA) and \$2,383,005 Government National Mortgage Association (GNMA) debt securities and the Plan's government-sponsored enterprises obligations consisted of \$4,219,388 Federal Home Loan Mortgage Corporation (FHLMC) and \$8,179,097 Federal National Mortgage Association (FNMA) debt securities.

Foreign Currency Risk

Foreign currency risk is the risk that changes in exchange rates will adversely impact the fair value of an investment. The Plan does not have a formal policy relating to foreign currency risk since the Plan does not invest directly in foreign currency.

Annual Money-Weighted Rate of Return

For the years ended June 30, 2015 and 2014, the annual money-weighted rate of return on pension plan investments, net of pension plan investment expense, was (1.38)% and 14.49%, respectively. The money-weighted rate of return expresses investment performance, net of investment expense, adjusted for the changing amounts actually invested.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Note 5: Net Pension Liability

The components of the net pension liability of the City at June 30, 2015 and 2014, were as follows:

	<u>2015</u>	<u>2014</u>
Total pension liability	\$ 452,710,859	\$ 430,036,714
Plan fiduciary net position	<u>(322,533,580)</u>	<u>(309,653,460)</u>
City's net pension liability	<u>\$ 130,177,279</u>	<u>\$ 120,383,254</u>
Fiduciary net position as a % of total pension liability	71.24%	72.01%

Note 6: Actuarial Methods and Assumptions

The total pension liability was determined by an actuarial valuation prepared by Milliman as of June 30, 2015 and 2014, using the following actuarial assumptions applied to all periods included in the measurement:

Actuarial cost method	Entry age normal cost	
Amortization method	Level dollar, closed	
Remaining amortization period	15 years and 16 years at June 30, 2015 and 2014	
Asset valuation method	5 years, nonasymptotic	
Inflation	2.5%	
Salary increases	Range from 7% at hire to 2.5% at 13 years of service	
Investment rate of return	7%	
Cost of living adjustment	3%	
Retirement age		Percentage retiring in the next year
	<u>Age</u>	
	45-50	25%
	51-53	20%
	54	25%
	55-59	50%
	60+	100%
Turnover	Rates based on experience	
Mortality	RP-2000 (Healthy and Disabled) with generational projection per Scale AA for healthy participants	

The actuarial assumptions used in the June 30, 2015 and 2014, valuations were based on the results of an actuarial experience study for the period July 1, 2009 – July 1, 2013.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. The capital market assumptions are per the Fund's independent investment consultant as of June 30, 2015 and 2014.

Asset Class	Index	Target Allocation	Long-Term Expected Nominal Rate of Return
Core Fixed Income	Barclays Immediate Aggregate	13.96%	4.80%
Inflation-Indexed Bonds	Barclays US Treasury US TIPS	4.29%	4.40%
Non-US Fixed Income	Citigroup Non-U.S. World Govt	13.76%	4.90%
Broad US Equities	S&P 500/Russell 2000	23.14%	9.20%
Developed Foreign Equities	MSCI EAFE	17.98%	9.70%
Emerging Market Equities	MSCI EM	8.06%	12.00%
Hedge Funds	HFRI FOF: Conservative Index	9.23%	6.80%
Commodities	Bloomberg Commodity Index Total Re	5.73%	7.00%
Real Estate (Property)	NCREIF Fund Index	3.84%	7.00%
Portfolio Arithmetic Mean Return			7.67%
Portfolio Standard Deviation			10.57%
Long-Term Expected Rate of Return			7.00%

Discount Rate

The discount rate used to measure the total pension liability at June 30, 2015 and 2014, was 7%. The Plan's fiduciary net position to be available to make all projected future benefit payments of current active and inactive members. Therefore, the long-term expected rate of return was applied to all periods of projected benefit payments.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Sensitivity Analysis

The following sensitivity analysis presents the net pension liability of the City, calculated using the discount rate of 7% as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6%) or 1 percentage point higher (8%) than the current rate:

	1% Decrease (6%)	June 30, 2015 Current Discount Rate (7%)	1% Increase (8%)
Total pension liability	\$ 514,343,784	\$ 452,710,859	\$ 402,511,609
Fiduciary net position	<u>(322,533,580)</u>	<u>(322,533,580)</u>	<u>(322,533,580)</u>
Net pension liability	<u>\$ 191,810,204</u>	<u>\$ 130,177,279</u>	<u>\$ 79,978,029</u>
	1% Decrease (6%)	June 30, 2014 Current Discount Rate (7%)	1% Increase (8%)
Total pension liability	\$ 489,109,052	\$ 430,036,714	\$ 381,978,469
Fiduciary net position	<u>(309,653,460)</u>	<u>(309,653,460)</u>	<u>(309,653,460)</u>
Net pension liability	<u>\$ 179,455,592</u>	<u>\$ 120,383,254</u>	<u>\$ 72,325,009</u>

Note 7: Risks and Uncertainties

The Plan invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported in the statement of net assets available for benefits.

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Notes to Financial Statements
June 30, 2015 and 2014

Plan contributions are made and the total pension liability are reported based on certain assumptions pertaining to interest rates, inflation rates and employee demographics, all of which are subject to change. Due to uncertainties inherent in the estimation and assumption process, it is at least reasonably possible that changes in these estimates and assumptions in the near term would be material to the financial statements.

Note 8: Future Change in Accounting Principle

The Governmental Accounting Standards Board issued Statement No. 72, *Fair Value Measurement and Application*. This Statement addresses accounting and financial reporting issues related to fair value measurements and defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Plan expects to first apply GASB Statement No. 72 during the year ending June 30, 2016. The primary impact of applying the Statement will be additional note disclosures related to the fair value measurements of the Plan's investments.

Required Supplementary Information

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Schedule of Changes in Net Pension Liability and Related Ratios
(Unaudited)
June 30, 2015
(Dollar amounts in thousands)

	<u>2015</u>	<u>2014</u>
Total Pension Liability		
Service cost	\$ 6,421	\$ 6,435
Interest on total pension liability	30,102	28,173
Effect of economic/demographic gains or (losses)	9,560	3,961
Effect of assumption changes or inputs	-	38,020
Benefit payments	<u>(23,409)</u>	<u>(22,188)</u>
Net Change in Total Pension Liability	22,674	54,401
Total Pension Liability - Beginning	<u>430,037</u>	<u>375,636</u>
Total Pension Liability - Ending (a)	<u>452,711</u>	<u>430,037</u>
Fiduciary Net Position		
Employer - public safety pension sales tax	30,772	29,315
Employer contributions	7,131	7,658
Member contributions	2,983	3,201
Net investment income (loss)	(4,345)	37,637
Other revenue	83	26
Benefit payments	(20,823)	(19,228)
Refunds of contributions	(2,586)	(2,959)
Administrative expenses	<u>(335)</u>	<u>(354)</u>
Net Change in Fiduciary Net Position	12,880	55,296
Fiduciary Net Position - Beginning	<u>309,654</u>	<u>254,358</u>
Fiduciary Net Position - Ending (b)	<u>322,534</u>	<u>309,654</u>
Net Pension Liability, Ending = (a) - (b)	<u>\$ 130,177</u>	<u>\$ 120,383</u>
Fiduciary Net Position as a Percentage of Total Pension Liability	71.24%	72.01%
Covered Payroll	\$ 18,844	\$ 18,770
Net Pension Liability as a Percentage of Covered Payroll	690.81%	641.35%

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Schedule of Contributions
(Unaudited)
June 30, 2015

Fiscal Year Ending June 30	Actuarially Determined Contribution	Actual Employer Contribution	Contribution Deficiency (Excess)	Covered Payroll	Contribution as a % of Covered Payroll
2006	\$ 9,834,917	\$ 6,831,086	\$ 3,003,831	\$ 23,746,840	28.77%
2007	10,237,825	7,388,016	2,849,809	23,863,923	30.96%
2008	12,347,207	8,794,259	3,552,948	24,695,779	35.61%
2009	13,273,246	23,979,519	(10,706,273)	23,825,564	100.65%
2010	13,137,104	31,916,852	(18,779,748)	20,970,392	152.20%
2011	12,972,229	34,141,863	(21,169,634)	20,498,113	166.56%
2012	20,881,652	35,726,586	(14,844,934)	19,976,163	178.85%
2013	20,823,687	35,615,908	(14,792,221)	20,060,038	177.55%
2014	19,607,474	36,973,397	(17,365,923)	18,770,274	196.98%
2015	16,267,747	37,903,792	(21,636,045)	18,844,060	201.14%

Notes to Schedule

Valuation date:

Actuarially determined contribution rates are calculated as of June 30, one year prior to the end of the fiscal year in which the contributions are reported.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal cost	
Amortization method	Level dollar, closed	
Remaining amortization period	15 years	
Asset valuation method	5 years, nonasymptotic	
Inflation	2.5%	
Salary increases	Range from 7% at hire to 2.5% at 13 years of service, including inflation	
Investment rate of return	7%	
Cost of living adjustment	3%	
Retirement age		Percentage retiring in the next year
	<u>Age</u>	<u>in the next year</u>
	45-50	25%
	51-53	20%
	54	25%
	55-59	50%
	60+	100%
Turnover	Rates based on experience	
Mortality	RP-2000 (Healthy and Disabled) with generational projection per Scale AA for healthy participants	

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Schedule of Investment Returns
(Unaudited)
June 30, 2015

Fiscal Year	Money-Weighted
Ending	Rate of Return, Net
June 30	
2014	14.49%
2015	(1.38)%

Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*

Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Springfield, Missouri

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the basic financial statements of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund, a fiduciary fund of the City of Springfield, Missouri, which comprise the statement of fiduciary net position as of June 30, 2015, and the related statement of changes in fiduciary net position for the year then ended and the related notes to the basic financial statements, and have issued our report thereon dated November 3, 2015.

Internal Control Over Financial Reporting

Management of the Plan is responsible for establishing and maintaining effective internal control over financial reporting (internal control). In planning and performing our audit, we considered the Plan's internal control to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Plan's internal control. Accordingly, we do not express an opinion on the effectiveness of the Plan's internal control.

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 Plan'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.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses as defined above. However, material weaknesses may exist that have not been identified.

Board of Trustees
City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Plan's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Plan's internal control or compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Plan's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

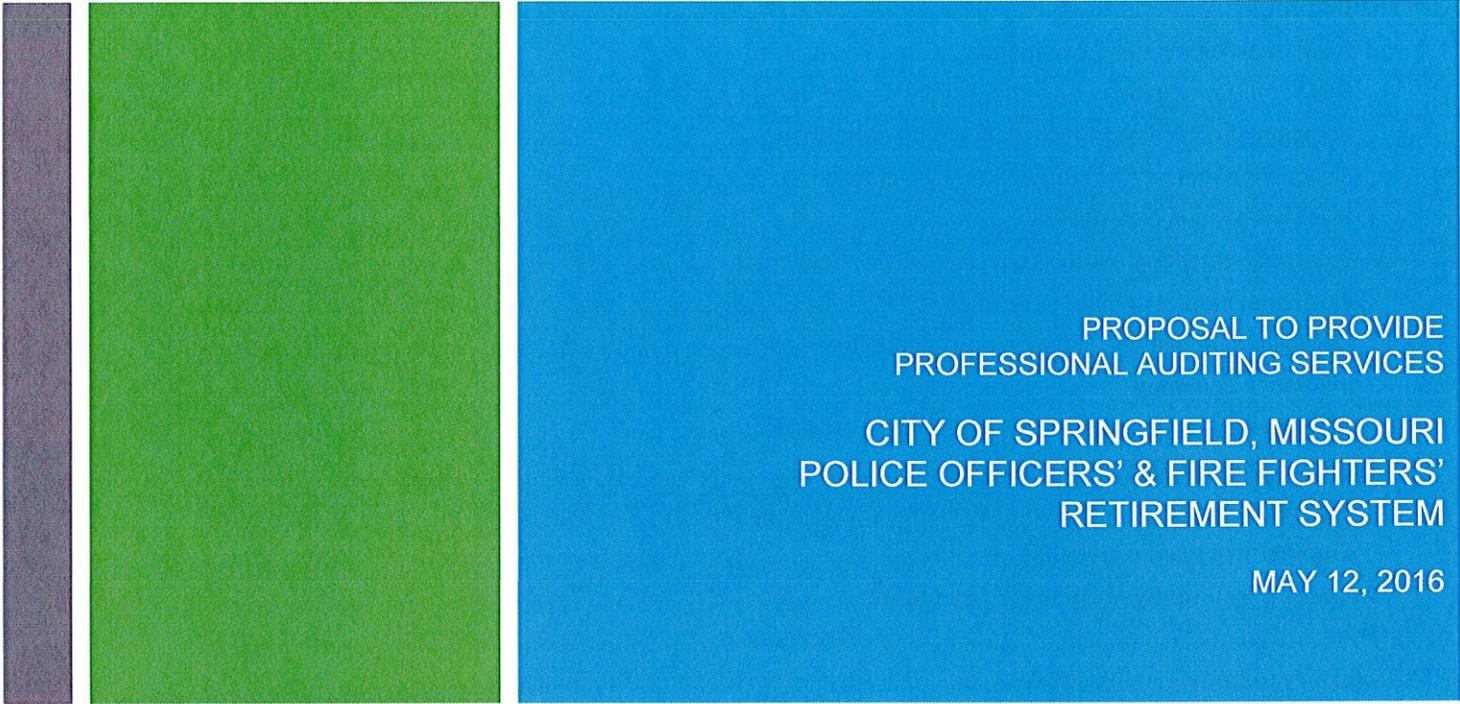
BKD, LLP

Springfield, Missouri
November 3, 2015

City of Springfield, Missouri
Police Officers' and Fire Fighters' Retirement Fund
Schedule of Findings and Responses
Year Ended June 30, 2015

Reference Number	Finding
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No matters are reportable.



PROPOSAL TO PROVIDE
PROFESSIONAL AUDITING SERVICES
CITY OF SPRINGFIELD, MISSOURI
POLICE OFFICERS' & FIRE FIGHTERS'
RETIREMENT SYSTEM
MAY 12, 2016

Contact Person:

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Kansas City, MO 64112
816 751 4004
kristen.hughes@rsmus.com

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May 12, 2016

City of Springfield
Margaret Juarez
218 E. Central
Springfield, MO 65802

RSM US LLP (RSM) is pleased to present our proposal to provide audit services to the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System in accordance with your Request for Proposal (RFP). We understand the Plan is seeking the following services of its audit provider:

- Annual audit of the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement Fund for the year ending June 30, 2016, with the option of 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)
- 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

We are committed to meet your timing requirements as outlined in your request for proposal.

Why RSM?

Employee benefit plans are an area of focus for RSM. Nationally, we provide audit services to more than 2,000 plans, ranging from traditional single employer 401(k) and profit-sharing plans, multiple-employer plans, multi-employer pension plans, government sponsored plans, and health and welfare plans. We have a designated team of professionals who perform these services and receive annual specialized training in these areas. As a result, the staff assigned to audit your plan has the formal training and experience necessary to perform efficient and effective plan audits with minimal disruption for the City (the Plan Sponsor).

RSM has the breadth of Public Employee Retirement Systems (PERS) experience and the depth of local and national audit talent to deliver the requested audit services. We are excited about the opportunity to work with the Police Officers' and Fire Fighter's Retirement System. Our attached proposal describes our practice, our people, our reputation for quality services and how we will provide such services.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

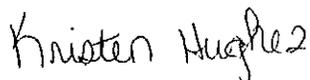
We understand your requirements and the work to be performed. We have the ability to supply the requested audit services. Our acceptance of this engagement is contingent upon mutual agreement on the contract terms and conditions and insurance provisions, and our normal client acceptance procedures.

Our proposal is valid for a period of 120 business days from the date of submission.

Please see exceptions to the terms and conditions specified in the Request for Proposal summarized in the Affidavit of Compliance in Appendix C, as requested.

Please contact Kristen Hughes with any questions about our firm, our proposal or to schedule an oral presentation. We would be honored to work with the City of Springfield, Missouri Police Officers' and Fire Fighters' Retirement System.

RSM US LLP

A handwritten signature in black ink that reads "Kristen Hughes". The signature is written in a cursive, slightly slanted style.

Kristen Hughes, Senior Manager
816 751 4004

INDEPENDENCE

We are independent with respect to the Police Officers' & Firefighters' Retirement System (the Plan), the City of Springfield, MO (the City), and its component units, as that term is defined by Rule 101 of the Code of Professional Ethics of the American Institute of Certified Public Accountants and the *Government Auditing Standards*. Those rules require that the firm and all of its partners be independent with respect to any clients (not only on a local, but also on a national level) who engage RSM to express an opinion on the financial statements. Those rules specify that an auditor may not have or be committed to acquire a direct financial interest or material indirect financial interest in a client or any of the client's affiliates during the period of his or her engagement or at the time he or she expresses an opinion. Further, those rules specify that an auditor may not act in a capacity of promoter, underwriter, officer, director, voting trustee or employee of the audit client during the periods covered by his opinion.

We are not aware of any professional relationships involving the Plan, the City or its component units in the past five years.

We will give written notice to the Plan and the City of any professional relationships entered into during the period of this agreement.

LICENSE TO PRACTICE IN MISSOURI

RSM holds an active CPA firm license in Missouri. Our key personnel assigned to this engagement currently are properly licensed to practice in the state of Missouri.

RSM PROFILE

RSM qualifications and experience

RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. 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 more than 38,300 people in over 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 unique because while we possess the expertise 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.

RSM's public employee retirement systems and benefit plan expertise

State PERS Plans: RSM currently provides PERS audit services to several states. We are very familiar with all aspects of PERS plans and the impact of GASB Statement Nos. 67 and 68. We are proud to provide professional audit services to the following plans:

State	PERS	Assets
Illinois	Teachers' Retirement System (TRS)	\$42.1 billion
Illinois	State Universities Retirement System (SURS)	\$14.2 billion
Indiana	Indiana Public Retirement System (INPRS)	\$37.3 billion
Ohio	School Employees' Retirement System (SERS)	\$12.3 billion
Ohio	Ohio Police & Fire Pension Fund (OP&F)	\$13.8 billion
Oklahoma	Oklahoma Public Employees Retirement System (OPERS)	\$ 9.5 billion
Oklahoma	Teachers' Retirement System of Oklahoma	\$17.2 billion

Benefit Plan audit leadership: RSM is the largest CPA firm providing retirement plan audits in the country, according to the U.S. Department of Labor (DOL) statistics. We perform more than 2,000 plan audits across the country. We have created a dedicated employee benefits plan practice with professionals committed to auditing pension and benefit plans. Our experience over the past five years includes performing audits for over 100 defined benefit plans, governmental plans and plans with substantial investment portfolios.

When new employee benefit plan legislation and standards arise, RSM's longstanding involvement in key professional organizations positions us to provide the insight you need. In addition to maintaining membership in the AICPA Audit Quality Center for Employee Benefit Plans, our professionals serve on its executive committee and hold seats on the AICPA's Employee Benefit Plans Expert Panel and Employee Benefit Plans Audit Guide Revision Task Force. These professionals will be available as technical resources for your engagement—while sharing their knowledge and perspective in the timely alerts and publications you receive from us.

RSM is also actively involved in the GASB standard setting process through our participation in the AICPA State and Local Government Expert Panel and through preparation of our own comment letters.

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 and employee benefit plans. This focus enables us to provide an audit team with extensive experience serving entities similar in size and complexity to the Police Officers' and Fire Fighters' Retirement System. Our work on behalf of the Plan will be staffed from our Kansas City, Missouri office. This office has key employees at all levels that are members of RSM's public sector and employee benefit plan teams and have experience serving governmental clients throughout our Central Region (which includes Colorado, Kansas, Missouri, Iowa, Oklahoma, Illinois, Minnesota and Texas). We anticipate staffing your engagement with one partner, senior manager, manager, senior associate, and one staff member.

Description and size of our public sector practice

RSM handles the audit and compliance needs of over 2,000 public sector clients, including more than 700 governments, on a yearly basis. Our governmental clients include counties, cities and towns, school districts, utility districts, public pensions, housing authorities, redevelopment agencies and transportation authorities. This translates into considerable knowledge of the unique challenges faced by governmental organizations.

As a firm, we have committed resources to help our government clients address these challenges and anticipate future changes. The Police Officers' and Fire Fighters' Retirement System will have the benefit of dedicated resources that closely monitor public sector developments and provide regular communications on important accounting, regulatory and tax pronouncements and other matters pertinent to our state and local government clients.

By supporting specialization within the public sector industry, we create meaningful value for our clients through better advice, more efficient audit processes and real insight into your organization. Your reports will be audited by a firm that understands governmental entities. The Plan's employees and retirees, the GFOA and other stakeholders will know your financial reporting meets GASB and GAO standards.

Within our public sector practice, we offer approximately 140 partners and principals, 150 directors/senior managers, and nearly 500 additional professionals who are committed to serving state and local governments.

Consulting professionals			Audit and tax professionals			All professionals		
Partner/ Principal	Senior Manager/ Director	Other	Partner/ Principal	Senior Manager/ Director	Other	Partner/ Principal	Senior Manager/ Director	Other
	17			33			77	

An auditor's key responsibility is to gain an understanding of your operations and to comment and make recommendations—and not limited to financial matters—for improvement. Our goal is to provide significant insight to management on best practices that can be used throughout your organization.

Investment audit experience

RSM's Financial Services industry group serves over 2,500 financial services clients annually. Our clients include alternative investment companies, investment advisors, broker-dealers, futures commission merchants, hedge funds and commodity pools and proprietary trading firms. We help these organizations and governments navigate complex reporting, governance, and regulatory issues. Paul Nockels, Partner, has over 25 years of experience servicing large investment partnerships, private equity groups, fund of funds, broker dealers and investment advisory firms.

Our staff includes over 100 professionals who understand the valuation of derivatives, options, swaps, real estate and other non-traditional investments. We have experience auditing entities with large multi-billion dollar investment portfolios. Our experience includes dealing with complex investment vehicles, including derivatives, securities lending transactions and alternative investments. We have an extensive hedge fund practice with numerous experienced professionals, including several with various valuation credentials who are available to assist with complex valuations.

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. As specifically required by the standards for such reviews and our membership in the AICPA Governmental Audit Quality Center (GAQC), a representative sample of the approximately 1,000 audits that are performed annually in accordance with *Government Auditing Standards*, including approximately 600 single audits, were selected for review.

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, 2013, was subject to peer review by the firm of BKD LLP, a 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

RSM performs approximately 1,000 audits annually in accordance with *Government Auditing Standards*, approximately 600 of which are single audits. Every year, approximately 1 percent 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 30 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 RSM's 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 the oversight agencies involved.

Disciplinary action and litigation against the firm

Like other professional services firms, RSM 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. 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.

None of the proposed engagement team members is—or has been—the subject of disciplinary action by any state regulatory body or professional organization.

Insurance coverage

RSM US maintains a level of insurance coverage customary for companies of our financial size and strength. We carry commercial general liability, automobile liability, statutory workers' compensation/employers' liability, property, network security & privacy liability, professional liability (i.e. errors and omissions), and other miscellaneous insurance policies. Proof of relevant coverage is available upon request.

Similar engagements with other government entities

A list of the top five clients most similar to the City of Springfield, Missouri and its Plan are listed below, including contact information and a description of the engagement.

City of Columbia, Missouri

Janet Frazier, Controller

Phone: 573 874 7368

Partner: Kevin Smith

Senior Manager: Kristen Hughes

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. The City's engagement includes the audit of the City's Police and Firefighters' Retirement Funds, which are presented as fiduciary funds in the City's financial statements.

Kansas City Area Transportation Authority

Michael Graham, Director of Finance

Phone: 816 346 0304

Partner: Kevin Smith

Senior Manager: Kristen Hughes

Scope of services provided: Engagement includes the audit of the Authority's December 31 basic financial statements and the audit of federal programs in accordance with the Single Audit Act. The Authority is currently an audit client and has been since 2007. The Authority's engagement includes the separate defined benefit plan audits of both the Authority's Salaried and Union Employees' Pension Plans.

City of Overland Park, Kansas

David Scott, CFO

Phone: 913 895 6154

Partner: Kevin Smith

Senior Manager: Kristen Hughes

Scope: Engagement includes the audit of the City's December 31 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 2007. The City's engagement includes the audit of the City's Police and Firefighters' Retirement Funds, which are presented as fiduciary funds in the City's financial statements.

Jackson County, Missouri Revised Pension Plan

Cheryl Colter, Assistant Director of Accounting/Finance

Phone: 816 881 3180

Partner: Kristen Hughes

Senior Manager: Leslie Walston

GFOA Certificate Holder

Scope: Engagement includes the annual audit of the County's multiple-employer cost sharing defined benefit pension plan, as well as the GASB 68 cost sharing allocation report.

City of North Kansas City, Missouri

Shirley Land, Finance Manager

Phone: 816 274 6000

Partner: Kevin Smith

Manager: Chelsey Ryerson

Scope: Engagement includes the audit of the City's September 30 basic financial statements and related component units. The City is currently an audit client and has been since 2015, as well as previously from 2004 - 2010. The City's engagement includes the audit of the City's Police Officer's and Firefighter's Retirement Fund, which is presented as a fiduciary fund in the City's financial statements.

QUALIFICATIONS OF ASSIGNED PERSONNEL

Partner, supervisory and staff qualifications and experience

As a priority client to our public sector industry, the Plan will be served by an engagement team that strives to truly understand your business plans, operating challenges and day-to-day activities. The Plan will be front of mind for us, not only during fieldwork, but throughout the year. When it comes to best practices, operational improvement recommendations or updates to new accounting pronouncements and law changes, we will ensure that our best ideas are communicated to you.

RSM is geared to providing you the seasoned professionals and personalized service the Plan 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 and exceed the minimum professional education requirements of the *Government Auditing Standards*.

The following professionals would be responsible for the Plan's audit. The full biographies, including memberships in professional organizations and the continuing professional education hours of the team are provided in Appendix A.

Team member, engagement role

Kristen Hughes

Senior Manager

816 751 4004

kristen.hughes@rsmus.com

Engagement Partner: As your audit partner, 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 ensure the professional services are delivered in a timely and efficient manner.

Chelsey Ryerson

Assurance Manager

816 751 1884

chelsey.ryerson@rsmus.com

Audit Manager: Chelsey 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.

Zach Sheridan

Senior Associate

816 751 4026

zach.sheridan@rsmus.com

Audit Senior: Zach will serve as the senior on the engagement and will lead the field engagement team in auditing the financial statements of the Plan. Zach has extensive experience supervising the audits of local municipalities and governmental pension plans.

Kevin Smith

Assurance Partner

816 751 4027

kevin.smith@rsmus.com

Quality Assurance and Concurring Review Partner: Kevin is the industry leader for the governmental practice in the RSM Kansas City, Missouri office. Kevin will serve as the quality control, second partner independent review which includes determining the content of our auditor's reports and being responsible for ascertaining that state, professional and regulatory standards have been met.

Team member, engagement role

John Zomchick, Jr.

Actuarial Services Specialist

917 548 9938

john.zomchick@rsmus.com

Actuarial Services Specialist: John will support the engagement team in reviewing the actuarial assumptions used and disclosure requirements.

Engagement team experience

Your engagement team has a substantial portfolio of governmental pension plan clients. Included below is a list of relevant governmental pension plan audit clients currently being served by your proposed engagement team at various levels of involvement.

- Teacher's Retirement System, Illinois
- State Universities Retirement System, Illinois
- School Employees' Retirement System, Ohio
- Ohio Police & Fire Pension Fund
- Jackson County, Missouri Revised Pension Plan
- Kansas City Area Transportation Authority Union Employees' Funded Pension Plan
- Kansas City Area Transportation Authority Retirement Plan for Salaried Employees
- Tulsa Municipal Employees Pension Plan
- Des Moines Water Works Pension Plan
- Overland Park Municipal Employees Pension Plan
- Overland Park Police & Fire Department Retirement Plans
- Metropolitan Utilities District of Omaha Retirement Plan for Employees
- City of Fort Collins General Employee Retirement Plan
- Douglas County (Colorado) School District (RE-1)
- Colorado Springs School District No. 11
- Des Moines Teachers' Retirement System
- City of Columbia, Missouri Police & Firefighters' Retirement Funds
- Metropolitan Tulsa Transit Authority Union Employees' Pension Plan
- City of North Kansas, Missouri Police Officer's and Firefighter's Retirement Fund

APPROACH TO EMPLOYEE BENEFIT PLAN AUDITS

Employee benefit plans are a specific area of focus for our firm, and we approach each audit engagement, regardless of size, as we would any other. A firm partner or director assumes the responsibility for all services provided to the client, and a manager directs all field activities. This senior-level involvement ensures that our staff works efficiently and effectively to provide quality service with minimal disruption to the Plan Sponsor.

Each engagement commences with a meeting of key client personnel to discuss goals and objectives, establish a work plan and timetable, and gather additional data needed to complete planning activities. A client assistance memo is prepared and distributed, which outlines schedules, reports and other information that will be required to complete the audit. Fieldwork typically is conducted by a senior associate and an associate, and is completed in one to two weeks, depending on the size of the plan and the scope of the audit.

We understand that employee benefit plans have many unique balances and accounts. Our professionals are trained on the different transactions and reporting nuances. RSM is familiar with all of these transactions and the reporting for them, including the following related parameters:

Investments

We will select samples of year-end investment balances and purchases and sales during the plan year to test fair market values used and also test dividends paid to the Plan.

Eligibility

The correct data were used to determine eligibility prior to the Plan being frozen.

Covered employees have been properly included or excluded in employee eligibility records and accurate participant data for eligible employees was provided to relevant service providers (including the Plan's actuary).

We will compare census information year to year and discuss any variances with management (we expect most variances would be due to lump-sum payouts, name changes or participant who pass away during the plan year).

Contributions (employer)

Contributions and contributions receivable for the period have been properly recorded and disclosed in the financial statements in conformity with plan provisions and generally accepted accounting principles.

Actuarial assumptions used to determine obligations are based on the plan provisions and prevailing rates, which are reviewed annually and approved by management.

Contributions have been computed and deposited as provided for in the Plan in a timely manner.

An appropriate allowance has been made for uncollectible receivables.

Benefits payments (retirement, death, survivor)

Payments were made in accordance with plan provisions and related documents.

Payments were made to or on behalf of persons entitled to them, and only to such persons.

Transactions are recorded in the proper period and at the correct amount.

Analytical Procedures

We will use analytical procedures as considered necessary as part of our planning process and to supplement work performed in the audit areas noted above and will include ratios such as return on investments as compared to markets in which they trade and a year-over year analysis of benefit payments per participant.

Technology

We will use audit technology tools similar to those used for the Plan Sponsor audit (Caseware and IDEA) to automate and store our audit program sheets and workpapers and to assist in sampling (for benefit distributions) and data analysis (year-over-year census file comparison).

FEES

CITY OF SPRINGFIELD, MISSOURI REQUEST FOR PROPOSAL #173-2016

OFFER AND SCHEDULE OF PROFESSIONAL FEES

The undersigned has thoroughly examined the entire Request for Proposal (RFP), including all addend. thereto, hereby offers to furnish all services in accordance with the requirements of the Request For Proposal, as described in the proposal attached hereto and incorporated herein, as follows:

PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE 2016 AUDITING SERVICES POLICE OFFICERS' & FIRE FIGHTERS' RETIREMENT SYSTEM FINANCIAL STATEMENTS

	Estimated Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Quality Control Reviewer	5	\$ 560	\$ 400	\$ 2,000
Engagement Lead	10	305	220	2,200
Managers	20	\$ 240	\$ 175	\$ 3,500
Seniors	65	\$ 170	\$ 120	\$ 7,800
Other Supervisory Staff	-	\$ -	\$ -	\$ -
Staff	65	\$ 145	\$ 110	\$ 7,150
Other (specify)	-	\$ -	\$ -	\$ -
Subtotal				\$ 22,650
Total for services as described in the Scope of Work:				\$ 22,650
Out-of-pocket expenses (Not to Exceed):				
Meals and lodging				\$ -
Transportation				\$ -
Total all-inclusive maximum price for 2016 Audit Services Police Officers, & Fire Fighters, Retirement System Financial Statements				\$ 22,650

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.**

Note 2: The offeror agrees not to increase the total all-inclusive maximum price by more than 4 percent for each successive one-year extension to the contract term, unless the scope of the work changes.

Note 3: RSM will offer an additional 10 percent discount to the quoted fee above, if also selected to provide financial audit services to the City of Springfield, Missouri for RFP No. 172-2016.

DELIVERY SCHEDULE

We anticipate the following schedule would be used for the 2016 audit. These dates can be altered to meet the Plan's goals:

	Timing
Audit Services	
Entrance conference with management	Prior to interim fieldwork
Preliminary/interim fieldwork and compliance testing	July/August
Final fieldwork, including compliance testing	September
Report review and drafts of deliverables to the City	By October 21
Issuance of final reports	By November 10
Presentation to the Pension Board	By November 10

Fieldwork Segment	Number of Hours Anticipated				
	Engagement Leader and Quality Control Reviews	Engagement Manager	In-Charge	Other Staff	Total
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

RSM Collaborate

RSM Collaborate is an internet-based system that allows you to stay in touch with your engagement team from any location, at any time.

Designed to encourage collaboration and to simplify work flow processes, RSM Collaborate takes many of the administrative challenges out of project management, allowing you better visibility of the project status. The portal will enhance communications and accountability between you and your engagement team by allowing users to connect with their team on specific tasks or to view the latest version of documents – all to better collaborate.

Through RSM Collaborate, your team and each member of the RSM engagement team have access to tools and functions that help expedite assignments and keep the work running smoothly.

Project management features include:

- Engagement calendars to track progress and key milestones
- Functionality to assign tasks and due dates with appropriate security and confidentiality for each task
- Protocols that help manage document iterations by limiting editing to one person at a time
- Alerts to notify users of updates and deadlines

Enhanced document security. RSM Collaborate is a secure site that reduces the risk of files and information being shared through unauthorized access.

Security features allow users to:

- Upload documents through a secure file transfer
- Centralize location of files to facilitate access and manage document retention
- Protect confidential and sensitive documents and information
- Adjust information access with specified security for distinct tasks

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. Kevin Smith is an experienced quality control and governmental pension financial reporting specialist and will fill the quality control review role on your engagement. He is independent of the personnel assigned to the engagement.

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 Plan management to determine an appropriate course of action to address the issue.

OTHER INFORMATION

Staff education and development

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.

Many state licensing boards require that CPAs maintain and improve their skills through continuing professional education courses and other opportunities for professional development. Certain competency requirements also must be met for professionals who perform engagements in accordance with standards established by the Comptroller General of the United States (i.e., *Government Auditing Standards*).

RSM US is a registered sponsor with the National Association of State Boards of Accountancy. We ensure our internal training meets the requirements of the AICPA/NASBA Statement on Standards for Continuing Professional Education Programs.

Our assurance and tax partners and professional staff, including CPAs and non-CPAs, are required to participate in at least 20 hours of qualifying CPE every year and at least 120 hours every three years. In addition to these requirements, there are additional minimum standards for professionals who practice in certain industries. It is the responsibility of each professional to be familiar with the various CPE requirements for the states in which they are licensed, and to properly register and complete the necessary CPE requirements when renewing state licenses to practice. Our National Office of Risk Management monitors compliance with CPE requirements.

Staff turnover

While turnover rates fluctuate from year to year, RSM's employee attrition rates are generally consistent with the industry average.

Recognizing that engagement team stability is a priority for the Plan, we will make every effort to ensure staffing consistency from year to year.

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.

Rotation policy

We recognize the impact staffing changes have on clients and are committed to maintaining continuity and team stability as much as possible. RSM does not have a formal rotation policy for non-public entities.

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. In addition, we make every effort to mitigate disruption when staffing changes occur.

If a change in key personnel should arise, partners and directors on your account will transfer specific knowledge about the City to new team members, helping to bridge any gaps and avoid interruptions in the performance of services.

Policy regarding use of minority firms

Like the Plan, 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 the Plan 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.

APPENDICES

Appendix A—Team biographies and continuing professional education



Kristen Hughes

Senior Manager, Assurance Services
RSM US LLP
Kansas City, Missouri
kristen.hughes@rsmus.com
+1 816 751 4004

Summary of experience

As a public sector specialist for the firm, Kristen focuses on providing audit, consulting and reporting services to governmental and not-for-profit organizations. In her role as a governmental specialist, she brings an in-depth understanding of governmental accounting, auditing and compliance reporting to her clients.

She 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. Kristen is a reviewer for the GFOA'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.

Professional affiliations and credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Government Finance Officers Association
- Missouri Society of Certified Public Accountants
- Kansas Government Finance Officers Association
- Government Finance Officers Association of Missouri

Community involvement

- United Way of Greater Kansas City Young Leaders Society

Education

- Bachelor of Science, accounting, Truman State University
- Masters of Accountancy, Truman State University



Chelsey Ryerson

Manager, Assurance Services
RSM US LLP
Kansas City, Missouri
chelsey.ryerson@rsmus.com
+1 816 751 1884

Summary of experience

Chelsey provides assurance services focused on governmental and not-for-profit organizations. She has five years of professional experience, including audits of major municipalities, audits with A-133 compliance, religious organizations, charitable service organizations and foundations. Chelsey has received specific training for the audits of governmental and not-for-profit organizations and she has the necessary continuing professional education to be considered Yellow Book certified. Her responsibilities have included developing and managing the audit plan, supervising the engagement team and finalizing the audit report.

Chelsey has prepared and presented professional education courses on both a regional and local level, including industry-specific training for government and not-for-profit clients and on-boarding training for new hires. She serves as the representative from the Kansas City office in the firm's national philanthropic endeavors.

Professional affiliations and credentials

- Certified public accountant
- Missouri Society of Certified Public Accountants
- American Institute of Certified Public Accountants

Community involvement

- United Way Young Leaders Society
- St. Jude Give Thanks. Walk. Kansas City Leadership Committee

Education

- Bachelor of Science, accounting, Baker University
- Bachelor of Science, business management, Baker University



Zach Sheridan

Senior Associate, Assurance Services
RSM US LLP
Kansas City, Missouri
zach.sheridan@rsmus.com
+1 816 751 4026

Summary of experience

Zach Sheridan provides financial and compliance audit services to a variety of entities. He focuses primarily on governmental entities and financial institutions. Zach has served on audits of municipalities, including the City of Tulsa, Oklahoma; City of Riverside, Missouri; City of Overland Park, Kansas; and City of Excelsior Springs, Missouri.

In his current role, Zach delivers timely, high-quality service while developing an understanding of each client's business. He is responsible for supervising the engagement team and keeping lines of communication open with staff and clients. He 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
- American Institute of Certified Public Accountants

Education

- Master of Science, accounting, University of Missouri–Kansas City
- Bachelor of General Studies, economics, University of Kansas



Kevin Smith

Partner, Assurance Services
RSM US LLP
Kansas City, Missouri
kevin.smith@rsmus.com
+1 816 751 4027

Summary of experience

Kevin is a regional team leader for RSM's public sector industry and has approximately 16 years of experience serving this industry. As a public sector specialist for the firm, he focuses on providing audit, consulting and reporting services to governmental and not-for-profit entities. In his role as a public sector specialist, Kevin brings an in-depth understanding of governmental and not-for-profit accounting, auditing and compliance reporting to his clients. As a condition of meeting the firm's standards for this designation, he is well-versed in the financial and compliance-related requirements of governmental entities and has extensive experience performing audits in accordance with *Government Auditing Standards* and Single Audits in accordance with The Uniform Guidance (previously OMB Circular A-133).

Kevin is involved in teaching professional education courses on a national and local level. These courses include Yellow Book seminars. He has received specific training for governmental units and future governmental accounting standard changes and has received the necessary continuing professional education to be considered Yellow Book certified. In addition, Kevin is a reviewer for the national Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting program.

Professional affiliations and credentials

- Certified public accountant
- American Institute of Certified Public Accountants
- Missouri Society of Certified Public Accountants
- Government Finance Officers Association
- Kansas Government Finance Officers Association
- Colorado Government Finance Officers Association
- Government Finance Officers Association of Missouri

Community involvement

- United Way Young Leaders Society
- United Way of Greater Kansas City – Employee Campaign Manager

Education

- Bachelor of Arts, accounting, St. Ambrose University



John Zomchick

EA, FCA, MAAA

Consulting Actuary

Actuarial Services

john.zomchick@rsmus.com

917.548.9938

Summary of Experience

John Zomchick provides actuarial retirement and employee benefit consulting services for defined benefit pension plans and Other Post Employment Benefit (OPEB) plans on behalf of corporations, state and city governments, and local municipalities. He provides subject matter expertise on defined benefit pension plans and OPEB plans for audit engagements, merger and acquisition transactions, and advisory services by identifying and quantifying risk for both corporate and governmental entities. In addition, he provides valuation services for pension plans and OPEB plans, including projections and asset liability modeling. John has over 25 years of experience providing these services.

Prior to joining RSM, John assisted Deloitte's audit practice by providing actuarial reviews of funding and financial valuation reports and individual retirement benefit calculations to assess the results were properly calculated based on plan provisions, the reasonableness of the assumptions used, and confirm the results produced complied with IRS, US GAAP, FASB, GASB and IFRS requirements, standards and guidelines, as applicable. He has also consulted with clients on a variety of benefit issues including total rewards strategies to reduce liability by changing plan design and plan terminations using Liability Driven Investment strategies and stochastic and/or deterministic modeling analysis. He was responsible for pension and OPEB valuations, managed client relationships, performed due diligence for mergers and acquisitions and determined the proper asset allocations for plan divestures.

Professional Affiliations and Credentials

- Enrolled Actuary (EA)
- Fellow of the Conference of Consulting Actuaries (FCA)
- Member of the American Academy of Actuaries (MAAA)

Education

- Bachelor of Science, mathematics and economics, Phi Beta Kappa, State University of New York, Binghamton

Kristen Hughes

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	86.5	57.0	72.0	215.5
A&A Credits	59.5	45.0	53.0	157.5
Yellow Book	50.5	22.0	41.5	114.0

Chelsey Ryerson

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	83.0	88.5	54.0	225.5
A&A Credits	48.5	69.5	41.5	159.5
Yellow Book	37.0	38.5	34.0	109.5

Zach Sheridan

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	65.0	74.0	45.5	184.5
A&A Credits	54.5	72.5	43.0	170.0
Yellow Book	27.5	30.5	15.0	73.0

Kevin Smith

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	98.5	32.0	63.5	194.0
A&A Credits	78.5	29.0	48.0	155.5
Yellow Book	75.0	28.0	36.5	139.5

John Zomchick

Continuing Professional Education				
	2015	2014	2013	Total
CPE Credits	1.0	26.5	0	27.5
A&A Credits	N/A	N/A	N/A	N/A
Yellow Book	N/A	N/A	N/A	N/A

Appendix B— External quality control review

After 50 years of operating as a member of the RSM International network, our firm (formerly McGladrey LLP) united with these fellow firms, effective October 26, 2015, under a common name and global brand: RSM. The attached report was issued prior to this name change.



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System Review Report

To the Partners of
McGladrey LLP
and the National Peer Review Committee
of the American Institute of Certified
Public Accountants Peer Review Board

We have reviewed the system of quality control for the accounting and auditing practice of McGladrey LLP (the "firm") applicable to non-SEC issuers in effect for the year ended April 30, 2013. 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. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. 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. 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. The nature, objectives, scope, limitations of and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, and audits of carrying broker-dealers, and examinations of service organizations [Service Organizations Control (SOC) 1 and 2 engagements].

In our opinion, the system of quality control for the accounting and auditing practice of McGladrey LLP applicable to non-SEC issuers in effect for the year ended April 30, 2013, 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*. McGladrey LLP has received a peer review rating of *pass*.

BKD, LLP

December 4, 2013



Appendix C—Required forms

**AFFIDAVIT OF COMPLIANCE
RFP# 173-2016**

To be submitted with vendor's Proposal

_____ We **DO NOT** take exception to the RFP Documents/Requirements.

X We **TAKE** exception to the RFP Documents/Requirements as follows:

Please see summary on the following page.

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this bid unless otherwise stipulated herein.

Company Name RSM US LLP

By Kristen Hughes
(Authorized Person's Signature)

Kristen Hughes
(Print or type name and title of signer)

Company Address _____

4801 Main Street, Suite 400

Kansas City, MO 64112

Telephone Number 816 751 4004

Fax Number: 816 751 1890

Date: May 12, 2016

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. 1

Addendum No. _____

Addendum No. _____

Addendum No. _____

Addendum No. _____

Email kristen.hughes@rsmus.com

Federal Tax ID No. 42-0714325

DBE Vendor (Yes/No): No Minority Owned: _____

Women Owned: _____

Veteran Owned: _____

City of Springfield, MO RFP – List of Exceptions

1.6.1 Auditor requests that access to working papers and reports be limited to a representative of a regulator of the City.

1.6.2 Auditor agrees, to the extent allowable by professional standards.

1.7.3 Auditor agrees to provide the requested coverage in the amount of One Million Dollars (\$1,000,000.00).

5.3.4.5 Auditor agrees to supply satisfactory proof of insurance coverage, but does not agree to provide amounts of maximum coverage and deductibles or retentions.

Auditor Agreement

2. Auditor requests that its engagement letter also be specifically incorporated into the documents comprising the Contract Documents and that it be given priority in the event of a conflict with other Contract Documents.

9. Auditor agrees to solely supply finished documents and other deliverables in the event of a termination of the Contract. It is agreed that Auditor's working papers are at all times the exclusive property of Auditor and are not subject to the terms of this agreement.

12. Notwithstanding the terms of this clause, it is understood that Auditor subscribes to a program of peer review for maintenance of quality control as required by its profession. As part of this program, engagement files may be selected for review by other professionals under strict rules of confidentiality. Acceptance constitutes agreement for disclosure under peer review programs, with reasonable notice given by Auditor.

19.a. Auditor requests that this clause be equally applied to both Auditor and the City.

19.b. Auditor agrees to indemnify the City, its elected or appointed officials, agents and employees, from all claims or other causes of action found to have been caused by Auditor's negligent or willful acts or omissions in the performance of this Contract. Auditor does not agree to indemnify the City, its elected or appointed officials, agents and employees, from that portion of any claim alleged to have been caused by the negligent or willful acts or omissions of the City, its elected or appointed officials, agents and employees.

20. Auditor agrees to provide the requested coverage in the amount of One Million Dollars (\$1,000,000.00).

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.
Effective January 1, 2009

STATE OF Missouri)
) ss.
COUNTY OF Jackson)

Before me, the undersigned Notary Public, in and for the County of Jackson,
State of Missouri, personally appeared Kristen Hughes (Name)
who is A Senior manager (Title) of RSM us LLP

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature Kristen Hughes
Print Name: Kristen Hughes

Subscribed and sworn to before me this 9th day of May 2014.

Constance M Boyle
Notary Public

My commission expires: 9/8/2018



CONSTANCE M. BOYLE
My Commission Expires
September 8, 2018
Jackson County
Commission #14829980

E-Verify



Company ID Number: 19959
Client Company ID Number: 197715

Approved by:

Employer McGladrey & Pullen, LLP

John Yeager
Name (Please Type or Print)

[Signature]
Signature

Affirmative Action Director
Title

3/24/2009
Date

Designated Agent TALX Corporation

Louis Laurer
Name (Please Type or Print)

Electronically Signed
Signature

Title

03/13/2009
Date

Department of Homeland Security - Verification Division

Rebecca K Green
Name (Please Type or Print)

[Signature]
Signature

Deputy Chief / E-Verify
Title

11/2/11
Date



www.rsmus.com

RSM US LLP is the leading provider of audit, tax and consulting services focused on the middle market, with more than 8,000 people in 80 offices nationwide. 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 more than 38,300 people in over 120 countries. RSM uses its deep understanding of the needs and aspirations of clients to help them succeed.

For more information, visit www.rsmus.com, like us on Facebook at [RSM US LLP](https://www.facebook.com/RSMUSLLP), follow us on Twitter [@RSMUSLLP](https://twitter.com/RSMUSLLP) and/or connect with us on [LinkedIn](https://www.linkedin.com/company/rsm-us-llp).

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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.

If you have any questions, please contact the Buyer, Margaret Juarez, at 417-864-2079.

Very truly yours,
CITY OF SPRINGFIELD, MISSOURI

Tim Killion
City Purchasing Agent

One-rdg. _____
P. Hrngs. _____
Pgs. 5 _____
Filed: 06-21-16 _____

Sponsored by: Fisk _____

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 155 _____

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Turner Street Drainage Improvements
2 from Lyon Avenue to Boonville Avenue Project, Plan No. 2014PW0029SWT,
3 accepting the bid of Hartman and Company, Inc. for that project; and
4 authorizing the City Manager, or his designee, to enter into a contract with
5 such bidder.
6 _____
7

8 WHEREAS, Hartman and Company, Inc. is the lowest responsive and responsible
9 bidder for the Turner Street Drainage Improvements from Lyon Avenue to Boonville Avenue
10 Project, Plan No. 2014PW0029SWT("Exhibit A"); and
11

12 WHEREAS, this project improves the drainage and infrastructure along Turner
13 Street from Lyon Avenue to Boonville Avenue.
14

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

18 Section 1 – The City Council hereby approves the plans and specifications of the
19 Turner Street Drainage Improvements from Lyon Avenue to Boonville Avenue Project, Plan
20 No. 2014PW0029SWT, and accepts the bid of Hartman and Company, Inc. for that project
21 at the price and sum set forth in said bid, except as said sum may be lawfully increased or
22 decreased by the actual quantities of work units involved. The City Manager, or his
23 designee, is hereby authorized to enter into a contract with said bidder for such work in
24 accordance with the terms of the bid, the plans, and the specifications.
25

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

28 Passed at meeting: _____
29
30

31 _____
32 Mayor
33

34 Attest: _____, City Clerk

35 Filed as Ordinance: _____

36

37

38 Approved as to form: Amanda R. Callaway, Assistant City Attorney

39

40

41 Approved for Council action: [Signature], City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 155

FILED: 06-21-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving plans and specifications for the Turner Street Drainage Improvements from Lyon Avenue to Boonville Avenue project, and to accept the bid of Hartman and Company, Inc., for that project (Plan No. 2014PW0029SWT); and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: This Stormwater project will improve the drainage and infrastructure along Turner Street from Lyon Avenue to Boonville Avenue as outlined on "Exhibit A." This project will include the construction of a detention basin as well as an underground storm sewer system along Turner Street to reduce street flooding and resolve other drainage related issues. In addition, sidewalk will be constructed along Turner Street between Campbell Avenue and Boonville Avenue. City Utilities (CU) has gas and water facilities in the area that will be relocated as part of this project, and the cost of this work will be fully reimbursed by CU.

Bids were solicited for this project by advertising in the *Daily Events* from May 17, 2016 through May 21, 2016. Bids were opened on June 7, 2016 at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hartman and Company, Inc.	\$636,850.00
Hamilton and Dad Inc.	\$716,741.70
D & E Plumbing and Heating Inc.	\$774,802.00
Conklin Trucking and Excavating LLC	\$998,714.87
Engineer's Estimate	\$645,072.00

Based on bid pricing and the low bid, CU will reimburse the City \$55,750 for the gas and water facilities that will be relocated as part of this project, resulting in a net cost to the City of \$581,100. The low bid, if accepted, will be funded from the Level Property Tax (\$475,000) and the 1/4-Cent Capital Improvement Sales Tax (\$106,100) from funds previously budgeted for stormwater improvements.

This project supports the following Field Guide 2030 goal(s): Chapter 3, Economic Development; Major Goal 3, Plan for and develop infrastructure needed for sustainable, quality growth; Objective 3a, Prioritize key infrastructure improvements needed to facilitate private investment. Chapter 6, Growth Management and Land Use; Major Goal 1, Promote better collaboration between regional and local governing bodies; Objective 1a, Promote better collaboration and strategic planning between City of Springfield, Greene County and surrounding municipalities to foster a higher level of partnership and communication with all public entities.

REMARKS: Public Works recommends acceptance of the bid of Hartman and Company Inc., as the lowest responsible bid and passage of this ordinance.

Submitted by:



Kirk Juranas, Assistant Director of Public Works

Recommended by:



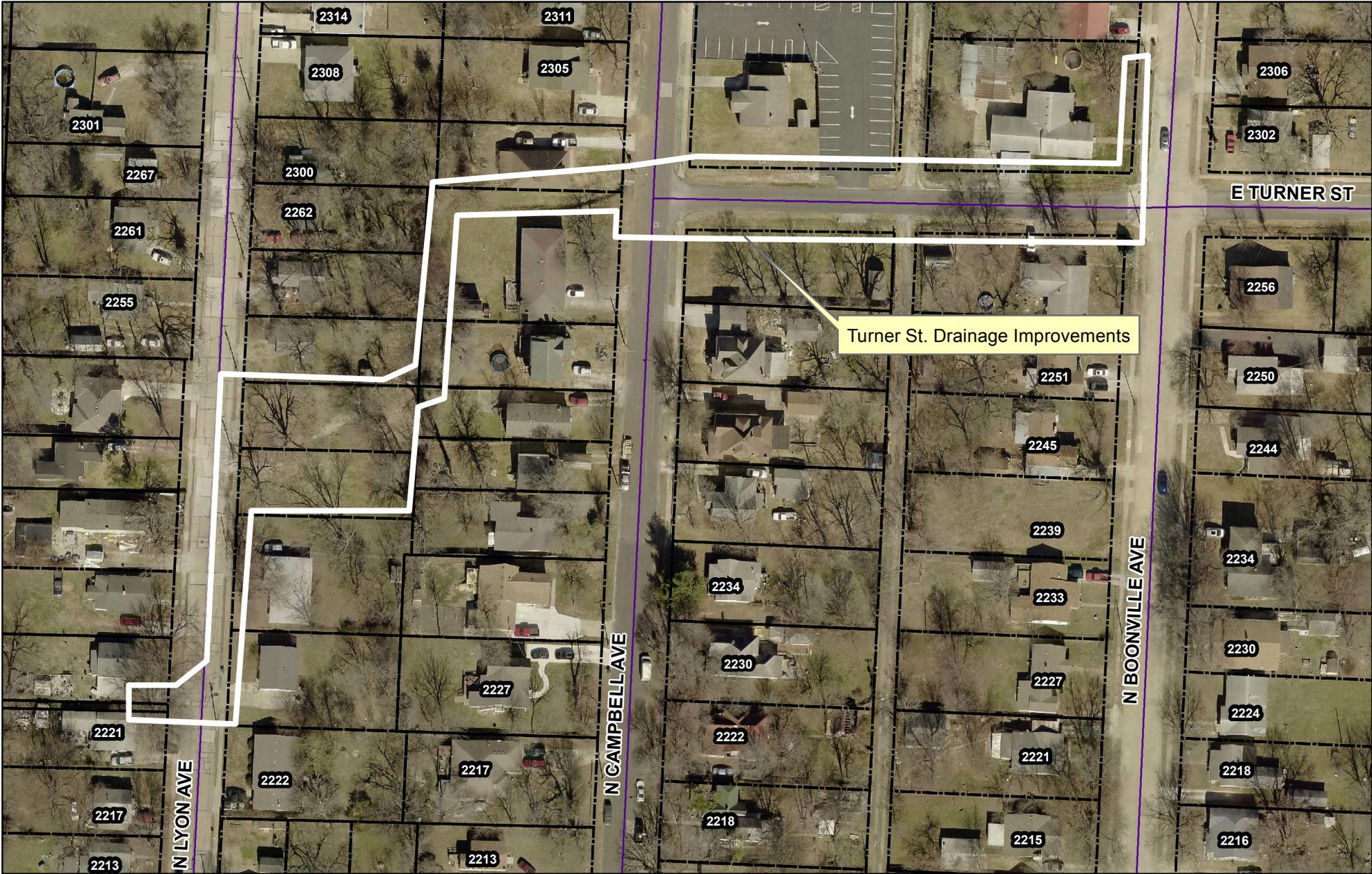
Dan Smith, Director of Public Works

Approved by:

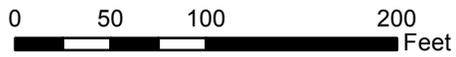


Greg Burris, City Manager

Exhibit A



City of Springfield, Missouri



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.

Emer. _____
P. Hrngs. _____
Pgs. 3
Filed: 06-21-16

Sponsor: Ferguson

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 156

GENERAL ORDINANCE NO. _____

AN ORDINANCE

1 AMENDING the Springfield City Code, Chapter 106 – Traffic and Vehicles, Article II –
2 Administration and Enforcement, Division 2 – Violations and Procedure
3 Upon Arrest, to add Section 106-102 – City Agency Towing Authority.

4 _____

5
6 WHEREAS, RSMo 304.157.2 authorizes a local government agency to provide
7 for the towing of motor vehicles or vessels from real property under the authority of any
8 local ordinance providing for the towing of vehicles or vessels which are derelict, junk,
9 scrapped, disassembled, or otherwise harmful to the public health under the terms of
10 the ordinance; and,

11
12 WHEREAS, under Section 106-101, only the police department currently has
13 specific authority to provide for the towing of motor vehicles; and,

14
15 WHEREAS, the Department of Building Development Services (BDS) requires
16 authority to provide for the towing of vehicles or vessels which are derelict, junk,
17 scrapped, disassembled, or otherwise harmful to the public health under current city
18 ordinances; and,

19
20 WHEREAS, from time to time, other city agencies might require such towing
21 authority.

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

25
26 Note: Language to be added is underscored.

27
28 Section 1 – The Springfield City Code, Chapter 106 – Traffic and Vehicles, Article
29 II – Administration and Enforcement, Division 2 – Violations and Procedure Upon Arrest,
30 is hereby amended to add Section 106-102 – City Agency Towing Authority as follows:

31 Sec. 106-102. City Agency Towing Authority.

32 (a) Any city agency may provide for the towing of vehicles or vessels that are derelict,
33 junk, scrapped, disassembled, or otherwise harmful to the public health under the terms
34 of any city ordinance.

35

36 (b) Any city agency that authorizes towings shall do so under the authority of, and in
37 compliance with, RSMo sections 304.155. through 304.158 as currently codified, or any
38 subsequent codification of law with similar effect.

39

40 Section 2 – This ordinance will be in effect from the date of its passage.

41

42

43 Passed at Meeting: _____

44

45

46

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Mayor

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49 Attest: _____, City Clerk

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52 Filed as Ordinance: _____

53

54

55 Approved as to Form: *Duke McDonald*, Assistant City Attorney

56

57

58 Approved for Council Action: *Greg Burt*, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 156

FILED: 06-21-16

ORIGINATING DEPARTMENT: BUILDING DEVELOPMENT SERVICES

PURPOSE: To amend the Springfield City Code, Chapter 106 - Traffic and Vehicles, Article II - Administration and Enforcement, Division 2 -Violations and Procedure upon Arrest, to add section 106-102 — City Agency Towing Authority.

BACKGROUND AND REMARKS: BDS inspectors currently have authority to provide for the removal of parts of derelict cars or trucks from properties in the nuisance-abatement context under RSMo 67.398. The inspectors need additional authority to provide for the towing of vehicles or vessels which are derelict, junk, scrapped, disassembled, or otherwise harmful to the public health under the terms of city ordinances under RSMo 304.157.

Under our current ordinances, only the police have specific towing authority under city code section 106-101. A new section, 106-102, is necessary to give BDS inspectors towing authority. It is also possible that other city agencies may need towing authority from time to time.

REMARKS: None.

Submitted by:



Chris Straw, Director of Building Development Services

Approved by:



Duke McDonald, Assistant City Attorney



Greg Burris, City Manager

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed: 06-21-16

Sponsored by: Burnett

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 157

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the Director of Planning and Development to accept the dedication of
2 the public streets and easements to the City of Springfield, Missouri,
3 as shown on the Preliminary Plat of Paragon Court generally located
4 at 2638 North National Avenue, upon the applicant filing and
5 recording a final plat that substantially conforms to the preliminary
6 plat; and authorizing the City Clerk to sign the final plat upon
7 compliance with the terms of this ordinance. (Staff recommends that
8 City Council accept the public streets and easements.)
9

10
11 WHEREAS, on June 9, 2016, the Planning and Zoning Commission approved
12 the preliminary plat and subdivision of Paragon Court, generally located at 2638 North
13 National Avenue, as a subdivision of the City of Springfield, Greene County, Missouri.
14

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

17
18 Section 1 – The City Council hereby authorizes the Director of Planning and
19 Development to accept the land and easements dedicated to the City for public use as
20 shown on the Preliminary Plat of Paragon Court, generally located at 2638 North
21 National Avenue, as approved by the Planning and Zoning Commission, the original of
22 which is on file in the Department of Planning and Development (Approved Preliminary
23 Plat), a reduced version of which is included for general reference as "Exhibit B -
24 Attachment 2," upon the applicant filing and recording a final plat in accordance with the
25 Subdivision Regulations of the City of Springfield, Missouri, which plat shall substantially
26 conform to the Approved Preliminary Plat, including those conditions established by the
27 Planning and Zoning Commission, which conditions are shown in the explanation to this
28 ordinance, a copy of which is attached hereto and incorporated herein as if copied
29 verbatim, and hereby authorizes acceptance of the public improvements required by
30 this ordinance and the Subdivision Regulations of the City, upon the Director of Public
31 Works certifying to the Director of Planning and Development and the City Clerk that the
32 public improvements have been made in accordance with City standards and
33 specifications.

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Section 2 – The final plat shall not be recorded until the public improvements relating to the Approved Preliminary Plat, as set out in the explanation and Development Review Staff Report, “Exhibit B,” which are attached hereto and incorporated herein by reference, shall have been constructed by the person or party subdividing the property according to the specifications of the City of Springfield, Missouri, and to the approval of the Director of Public Works of the City; and provided that said party shall have paid to the City of Springfield engineering fees, permit fees, licenses, and other fees occasioned by the construction of said improvements; or, in lieu of the construction of said improvements, that said parties have filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances to insure the construction of said improvements, and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned or which will be occasioned by the construction of the improvements.

Section 3 – Upon compliance with all the requirements of this ordinance, the City Clerk is hereby authorized to endorse the Council’s approval upon the final plat pursuant to Section 445.030, RSMo.

Section 4 – Should said parties fail to submit a final plat for the subdivision or portion thereof which substantially conforms to the preliminary plat within two years from the date of this ordinance, then this ordinance shall be of no effect and shall be considered void.

Passed at meeting: _____

Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Achalest Wiedner, Assistant City Attorney

Approved for Council action: Greg Burt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016-157

FILED: 06-21-16

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: To accept the dedication of the public streets and easements as shown on the Preliminary Plat of Paragon Court generally located at 2638 North National Avenue. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

- A. An original Preliminary Plat of Paragon Court dated May 16, 2016, is on file in the Department of Planning and Development. A reduced version is included for general reference in "Exhibit B - Attachment 2."
- B. The Planning and Zoning Commission held a public hearing on June 9, 2016 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.
 - a. Sanitary sewer shall be extended to all building sites. Existing sanitary sewer must be tested and approved prior to the final plat being recorded.
 - b. Sidewalks shall be constructed on one side of each internal street.
 - c. Detention basin was previously constructed but lacks sufficient volume per the approved public improvement plans. Applicant will be required to reconstruct detention basin in accordance with the approved plan or resubmit revised grading plan showing how additional volume in the detention basin will be attained.
 - 2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - a. No access shall be permitted from any lot to National Avenue.
 - b. The dedication of right-of-way for National, Paragon and Prospect Avenues are required as follows. Paragon and Prospect will be classified

as local residential, which requires 25 feet of right-of-way from the centerline and 50 feet of right-of-way in total. National Avenue is classified as a secondary arterial, which requires 35 feet of right-of-way from the centerline.

- c. Change minimum width of sewer easements on plat and plans to 15 feet.
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 No. 36-233 of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond or escrow agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section No. 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 as an appropriate area for Low-Density Housing uses.

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

REMARKS: Staff recommends approval.

Submitted by:

Daniel Neal, Senior Planner

Recommended by:

Approved by:



Mary Lilly Smith, Director



Greg Burris, City Manager

EXHIBITS:

- Exhibit A, Record of Proceedings
- Exhibit B, Development Review Staff Report

ATTACHMENTS:

- Attachment 1, Department Comments
- Attachment 2, Preliminary Plat

Exhibit A

RECORD OF PROCEEDINGS PRELIMINARY PLAT – PARAGON COURT

Preliminary Plat - Major Subdivision Paragon Court
2638 North National Avenue

Applicant: Kenneth Pontious Trust

Mr. Hosmer states that this is a request to approve a 32 lot single-family residential Zero Lot Line/Cluster Subdivision located at 2638 North National Avenue.

The original preliminary plat of Paragon Court was approved by City Council in 2005. It was approved as a zero lot line, cluster subdivision with 33 single-family lots. Public improvement plans were submitted, but never accepted and filed. Therefore, a final plat was never approved or recorded and the preliminary plat expired. The applicant is proposing to subdivide approximately 9.3 acres into a 32 lot single-family residential zero lot/cluster subdivision. A cluster subdivision preserves open space. The lot sizes in a residential cluster subdivision may be reduced from the minimum lot area prescribed for that zoning district (in this case 3,000 sq. ft.). All lot reductions shall be compensated for by an equivalent amount of land in open space or common area to be preserved and maintained for its scenic or historic value, for recreation or conservation purposes. Zero lot line construction allows for single-family residences to have no side or rear yard setback which allows an attached single-family home. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department. All existing streets and other public improvements will have to meet current standards. Staff recommends approval.

Ms. Cox asked about the zero lot line construction and asked if each of the families will have a yard.

Mr. Hosmer stated that each family will have a yard, but will have a common wall. This is unique and the City does not see a lot of these types of designs.

Mr. Ray opened the public hearing.

Mr. David Waln, 2925 East Battlefield stated that they are resurrecting a project from the 2007/2008 economic decline and all the improvements were completed, but never finalized. At this time we believe that it will provide affordable housing. These are basically duplexes with a firewall between them. The yards are actually quite large in addition to the open space requirements.

Mr. Ray closed the public hearing.

COMMISSION ACTION:

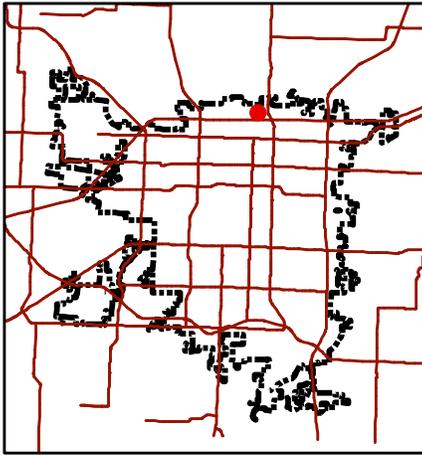
Mr. Rose motions that we approve Preliminary Plat - Major Subdivision Paragon Court (2638 North National Avenue). Ms. Cox seconded the motion. The motion **carried** as follows: Ayes: Ray, Doennig, Shuler, Cline, Cox, Coltrin, Ogilvy, and Rose. Nays: None.

Abstain: None. Absent: Edwards.

Bob Hosmer, AICP
Principal Planner

Development Review Staff Report

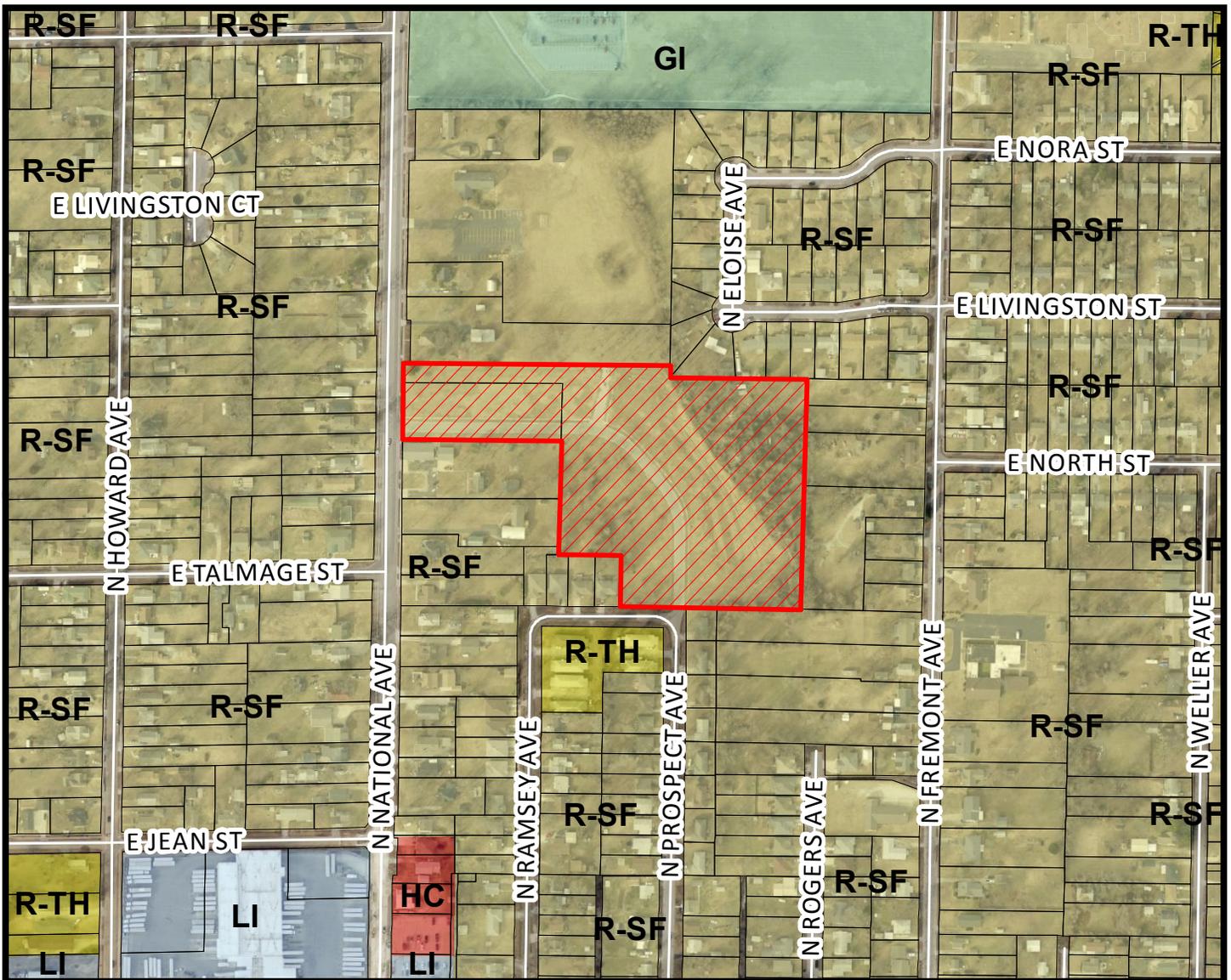
Department of Planning & Development - 417-864-1031
840 Boonville - Springfield, Missouri 65802



Preliminary Plat - Paragon Court

LOCATION: 2638 N. National Avenue
CURRENT ZONING: R-SF, Single-Family Residential
PROPOSED ZONING: NA

LOCATION SKETCH



- Area of Proposal



1 inch = 400 feet

DEVELOPMENT REVIEW STAFF REPORT
PRELIMINARY PLAT – PARAGON COURT

PURPOSE: To approve a preliminary plat to subdivide approximately 9.3 acres into a 32 lot single-family residential subdivision with common area

REPORT DATE: May 27, 2016

LOCATION: 2638 N. National Avenue

APPLICANT: Kenneth E. Pontious Family Living Trust

TRACT SIZE: Approximately 9.3 acres

EXISTING USE: Vacant/undeveloped land with an existing street and sidewalk

PROPOSED USE: Single-family patio court home subdivision

FINDINGS FOR STAFF RECOMMENDATION:

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

RECOMMENDATION:

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.
 - a. Sanitary sewer shall be extended to all building sites. Existing sanitary sewer must be tested and approved prior to the final plat being recorded.
 - b. Sidewalks shall be constructed on one side of each internal street.
 - c. Detention basin was previously constructed but lacks sufficient volume per the approved public improvement plans. Applicant will be required to reconstruct detention basin in accordance with the approved plan or resubmit revised grading plan showing how additional volume in the detention basin will be attained.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.
 - a. No access shall be permitted from any lot to National Avenue.
 - b. The dedication of right-of-way for National, Paragon and Prospect Avenues are required as follows. Paragon and Prospect will be classified as local residential, which requires 25 feet of right-of-way from the centerline and 50 feet of right-of-way in total. National Avenue is classified as a secondary arterial, which requires 35 feet of right-of-way from the centerline.
 - c. Change minimum width of sewer easements on plat and plans to 15 feet.
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.

SURROUNDING LAND USES:

AREA	ZONING	LAND USE
North	R-SF	Single-family residences
East	R-SF	Single-family residences

South	R-SF	Single-family residences
West	R-SF	Single-family residences

HISTORY:

The original preliminary plat of Paragon Court was approved by City Council in 2005 (Special Ordinance 24903). It was approved as a zero lot line, cluster subdivision with 33 single-family lots. Public improvement plans were submitted, but never accepted and filed. Therefore, a final plat was never approved or recorded and the preliminary plat expired. The City has never accepted the existing infrastructure improvements for this subdivision area.

COMPREHENSIVE PLAN:

The *Growth Management and Land Use Plan* element of the *Comprehensive Plan* identifies this as an appropriate area for Low-Density Housing uses. This category includes single-family housing. The recommended zoning includes the R-SF, Single-Family Residential District.

STAFF COMMENTS:

1. The applicant is proposing to subdivide approximately 9.3 acres into a 32 lot single-family residential subdivision named "PARAGON COURT". The property is currently zoned R-SF, Single-Family Residential District and is vacant/undeveloped land with an existing street and sidewalk.
2. The proposed zero lot line, cluster subdivision has been revised and resubmitted from the original preliminary plat that was approved in 2005 and expired in 2007. Zero lot line construction (Section 36-362) allows for single-family residences to have no side or rear yard setback which essentially allows them to be an attached single-family home. A cluster development (Section 36-361) preserves open space to serve recreational, scenic and public service purposes. The lot sizes in a residential cluster subdivision may be reduced from the minimum lot area prescribed for that zoning district (in this case 3,000 sq. ft.); however, all such lot reductions shall be compensated for by an equivalent amount of land in open space or common area to be preserved and maintained for its scenic or historic value, for recreation or conservation purposes. The proposed preliminary plat is allocating approximately 3.9 acres of common area compared to approximately 0.39 acres of lot reduction area which more than exceeds the provisions in the ordinance. The modifications of minimum lot widths are also permitted with a cluster development. The proposed preliminary plat is reducing the minimum lot widths in the R-SF District from 50 feet to 45 feet.
3. 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.

CITY COUNCIL: June 27, 2016

STAFF CONTACT:

Daniel Neal
Senior Planner
864-1036

ATTACHMENT 1
DEPARTMENT COMMENTS
PRELIMINARY PLAT – PARAGON COURT

AT&T COMMENTS:

AT&T does not have facilities placed along Prospect Avenue. Please note that developer of this property will need to contact engineer Steven Beier 417-836-2761, 180 days prior to construction so facilities can be placed to serve this development. AT&T would request that the utility easement shown on the south side of Prospect Ave. read utility easement and footage.

BUILDING DEVELOPMENT SERVICES COMMENTS:

No issues.

CITY UTILITIES COMMENTS:

Need to confirm water main location in lots 27-30. Our records do not show the water main encroaching this far into the lot. If it does then the water line easement makes sense. However the easement will be encroaching into the 20 foot building setback line.

Electric and water facilities were installed and accepted by CU in 2006. Thus all lots are served.

PUBLIC WORKS CONSTRUCTION INSPECTION COMMENTS:

Final acceptance of the original public improvement plans 5PW5713, were never accepted or completed. In order for the City to accept the public streets and stormwater associated with this plat, the following items will need addressed:

1. A new set of Public Improvement Plans will need to be submitted in ProjectDox. These may be the original set of public improvement plans with current survey data, elevations, etc. added to show the original set of plans were constructed correctly. Survey information shall include, but not be limited to: Manhole invert elevations, detention volume and elevations, and sidewalk elevations/cross-slope. Data should also be uploaded that clearly shows what remaining work will be done to bring all items into compliance, a bid submitted for this work, and fees paid.
2. The street will need to be cored to determine thickness of asphalt and base material in accordance with current City Standards.
3. The street will need to have an approved micro- seal placed on it to bring it to an acceptable maintenance level.
4. The City will allow the 4 feet sidewalks to remain. However, driveways must

accommodate 5 feet wide sidewalk sections.

5. Missing sidewalk shall be replaced.
6. Sidewalk ramp shall be added to tie sidewalk into Talmage Street.
7. Object markers shall be placed at dead-end street.
8. Storm boxes and pipes must be cleaned out and inverts poured if necessary.
9. Rip-rap pads must be added to storm inlets/exits as per original plans.
10. Also, sewer must be tested and cleanouts added as per Environmental Services comments.

FIRE DEPARTMENT COMMENTS:

No issues.

TRAFFIC DIVISION COMMENTS:

Preliminary plat is acceptable, but the following previous comments will need to be addressed before final plat approval:

1. Prospect Avenue and Paragon Street are not public streets. The streets will need to meet current City of Springfield public works standards before the city will consider them to be accepted into the city street system.
2. The size of the lots are small. Access may need to be shared by two lots (for example, Lots 1&2; Lots 3&4, Lots 5&6, etc) if the lots are developed as shown on the preliminary plat. Access must meet city code requirements specified in Chapter 98-117 - Residential Driveway Approaches.
3. No access from any lot to National.

STORMWATER COMMENTS:

The property is located 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. If the project increases the amount of impervious surfacing; detention and water quality is required according to Chapter 96. Buyout in lieu of on-site stormwater detention is not an option. Since the project will be disturbing less than one (1) acre there will not be a land disturbance permit required. There is an existing detention basin and storm sewer available for this development to discharge into. There are no sinkholes on the proposed property.

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.
2. Concentrated points of discharge from these improvements will be required to drain into a certified natural surface-water channel, public right-of-way, or a drainage easement.
3. Please keep in mind that more detailed stormwater calculations will have to be submitted before any permits can be approved.
4. Detention basin was previously constructed but lacks sufficient volume per the approved public improvement plans. Applicant will be required to reconstruct detention basin in accordance with the approved plan or resubmit revised grading plan showing how additional volume in the detention basin will be attained.

Public Works Stormwater Division	Response
Which Drainage Basin is this located?	Pea Ridge Creek
Is property located in Floodplain?	No
Is property located on a sinkhole?	No
Is stormwater buyout an option?	No

CLEAN WATER SERVICES COMMENTS:

Preliminary plat is acceptable however we have the following requirements before the final plat can be filed:

1. Prepare and submit AS-BUILT plans on subdivision.
2. Change minimum width of sewer easements on plat and plans to 15 feet.
3. Collect Inspection Fees on unfinished or reconstructed portions of the subdivision.
4. Require the current specifications on clean outs at the ROW and visually inspected the laterals. Contractor to provide CCTV (Closed-circuit television) of laterals to inspector.
5. Environmental Services will waive the requirement for tracer wire.
6. Shoot important elevations, such as flow lines, manhole lids, etc. Show as-built pipe grades on plans.
7. Vacuum, pressure and mandrel testing need to be performed by the developer's contractor. Any defects from this testing must be corrected.
8. There are three manholes with the wrong lid and frame that need to be corrected. One lid is welded shut. Could not be inspected. One manhole has an offset frame

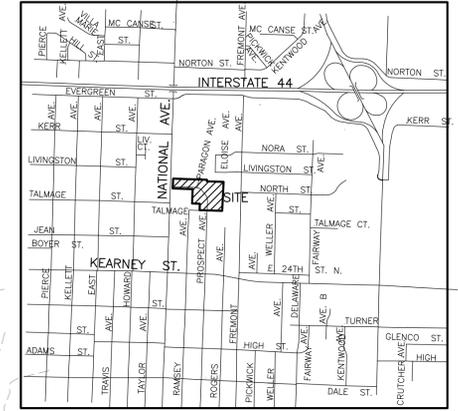
that needs to be corrected.

9. CCTV revealed 8 point repairs that need to be corrected.

10. Anything that does not meet specs will need to be corrected.

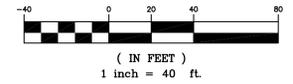
ATTACHMENT 2

**PRELIMINARY PLAT OF
PARAGON COURT**
A SUBDIVISION IN SPRINGFIELD, GREENE COUNTY, MO
A PROPOSED ZERO LOT LINE CLUSTER SUBDIVISION
OWNER/DEVELOPER: SHIRLEY PONTIUS
8711 E. PINNACLE PEAK RD.
SCOTTSDALE, AZ. 85255

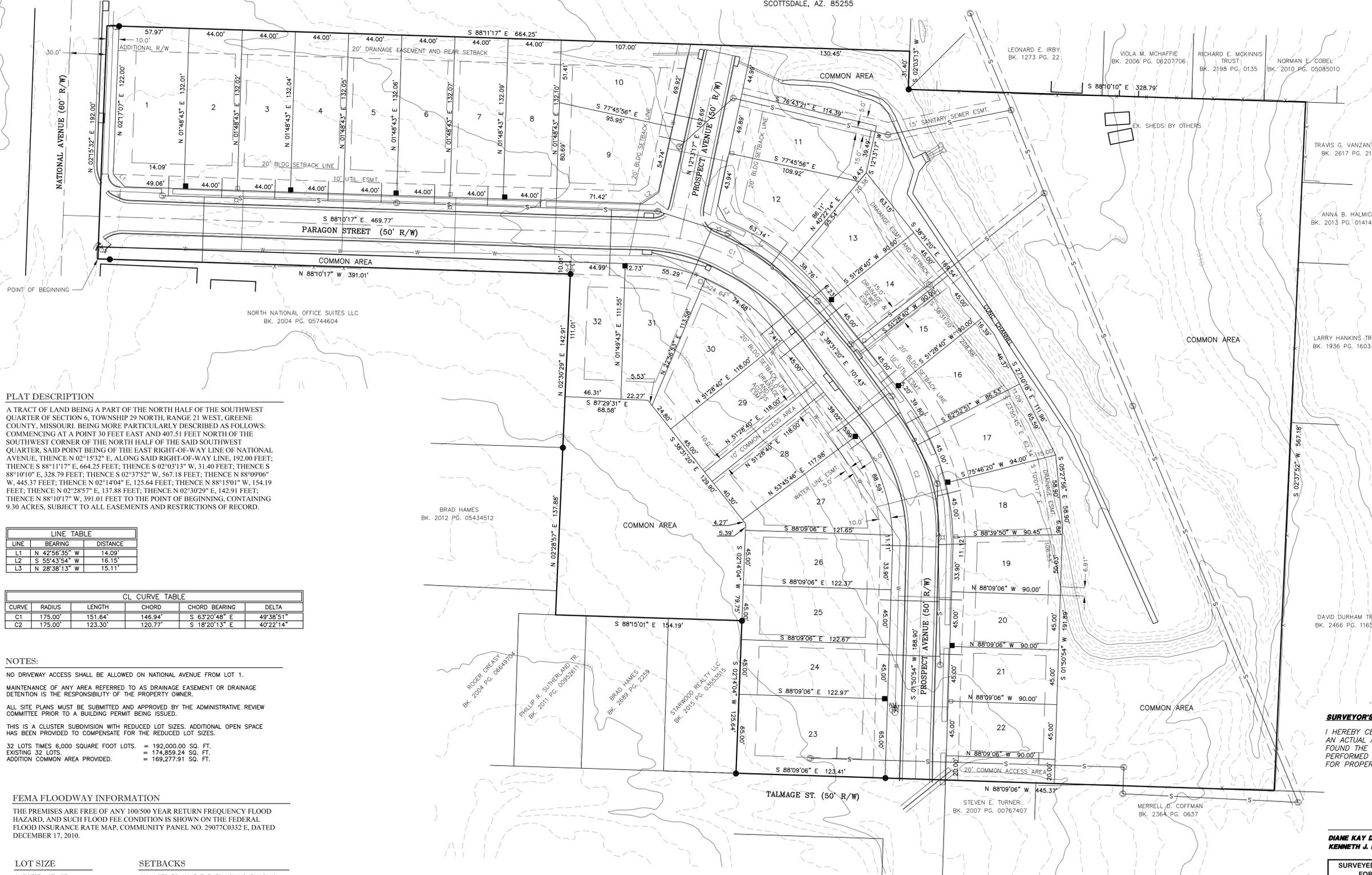


VICINITY MAP
1" = 1000'

GRAPHIC SCALE



- LEGEND**
- EXISTING IRON PIN
 - SET IRON PIN
 - ⊠ EXISTING STONE
 - (P) PLAT
 - (D) DEED
 - (M) MEASURED
 - ⊕ UTILITY POLE
 - ⊞ ELECTRIC PEDESTAL
 - ⊞ ELECTRIC TRANSFORMER
 - ⊞ LIGHT POLE
 - ⊞ FIRE HYDRANT
 - ⊞ WATER METER
 - ⊞ WATER VALVE
 - ⊞ GAS VALVE
 - ⊞ SANITARY SEWER MANHOLE



PLAT DESCRIPTION
A TRACT OF LAND BEING A PART OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 21 WEST, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 30 FEET EAST AND 407.51 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTH HALF OF THE SAID SOUTHWEST QUARTER, SAID POINT BEING OF THE EAST RIGHT-OF-WAY LINE OF NATIONAL AVENUE, THENCE N 02°15'32" E, ALONG SAID RIGHT-OF-WAY LINE, 192.00 FEET; THENCE S 88°11'17" E, 664.25 FEET; THENCE S 02°03'13" W, 31.40 FEET; THENCE S 88°10'10" E, 328.79 FEET; THENCE S 02°37'52" W, 567.18 FEET; THENCE N 88°09'06" W, 445.37 FEET; THENCE N 02°14'04" E, 125.64 FEET; THENCE N 88°15'01" W, 154.19 FEET; THENCE N 02°28'57" E, 137.88 FEET; THENCE N 02°30'29" E, 142.91 FEET; THENCE N 88°10'17" W, 391.01 FEET TO THE POINT OF BEGINNING, CONTAINING 9.30 ACRES, SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

LINE	BEARING	DISTANCE
L1	N 42°56'35" W	14.09'
L2	S 55°43'54" W	16.15'
L3	N 28°38'13" W	15.11'

CURVE	RADIUS	LENGTH	CHORD	CHORD BEARING	DELTA
C1	175.00'	151.64'	146.94'	S 63°20'48" E	49°38'51"
C2	175.00'	123.30'	120.77'	S 18°20'13" E	40°22'14"

NOTES:
NO DRIVEWAY ACCESS SHALL BE ALLOWED ON NATIONAL AVENUE FROM LOT 1.
MAINTENANCE OF ANY AREA REFERRED TO AS DRAINAGE EASEMENT OR DRAINAGE DETENTION IS THE RESPONSIBILITY OF THE PROPERTY OWNER.
ALL SITE PLANS MUST BE SUBMITTED AND APPROVED BY THE ADMINISTRATIVE REVIEW COMMITTEE PRIOR TO A BUILDING PERMIT BEING ISSUED.
THIS IS A CLUSTER SUBDIVISION WITH REDUCED LOT SIZES. ADDITIONAL OPEN SPACE HAS BEEN PROVIDED TO COMPENSATE FOR THE REDUCED LOT SIZES.
32 LOTS TIMES 6,000 SQUARE FOOT LOTS. = 192,000.00 SQ. FT.
EXISTING 32 LOTS. = 174,859.24 SQ. FT.
ADDITION COMMON AREA PROVIDED. = 169,277.91 SQ. FT.

FEMA FLOODWAY INFORMATION
THE PREMISES ARE FREE OF ANY 100/500 YEAR RETURN FREQUENCY FLOOD HAZARD, AND SUCH FLOOD FEE CONDITION IS SHOWN ON THE FEDERAL FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 2907C0332 E, DATED DECEMBER 17, 2010.

LOT SIZE
LARGEST LOT: 23
ACRES: 0.18
SQFT: 8007.41
SMALLEST LOT: 20, 21, 22
ACRES: 0.09
SQFT: 4050.00

SETBACKS
ALL LOTS TO HAVE THE FOLLOWING BUILDING SETBACK DIMENSIONS, UNLESS OTHERWISE NOTED.
FRONT YARD = 20'
REAR YARD = 15'
SIDE YARD = 5'

SURVEY CLASSIFICATION
"URBAN SURVEY"

RECORD SOURCE
WARRANTY DEED
BOOK: 2005, PAGE: 48695

SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT AT THE REQUEST OF: SHIRLEY PONTIUS, I HAVE MADE AN ACTUAL AND ACCURATE SURVEY OF THE LAND DESCRIBED HEREON AND FOUND THE CONDITIONS TO BE AS INDICATED. IN MY OPINION THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS.

DIANE KAY DIEBOLD L.S. 2424
KENNETH J. BUCHANAN L.S. 2340, P.L.S. 1307

SURVEYED KENNETH E. PONTIUS FAMILY FOR: LIVING TRUST	
SECTIONAL MAP R 21 W T 29 N SEC. 06	W.O.# 216012 DATE: 05-02-2016 DRAWN BY: KCB CHECKED BY: KJB REVISED: 05-16-2016 SCALE: 1" = 40' SHEET: 1 OF 1

ALL PLATS THAT DO NOT SHOW A SEAL IMPRINT IN RED INK MAY HAVE BEEN FRAUDULENTLY ALTERED. ALL INFORMATION SHOULD BE DISREGARDED UNLESS VERIFIED BY THE PROFESSIONAL LAND SURVEYOR WHOSE SIGNATURE APPEARS ON THIS DOCUMENT.

RSE
ROZELL SURVEY CO.
4270 S. HILLCREST STE 211
SPRINGFIELD, MISSOURI 65810
PHONE: (417) 881-0505
FAX: (417) 881-0564

One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed 06-21-16

Sponsored by: Burnett

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016 - 158

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

APPROVING the sale of real property at 711 East Jean Street to Barbara and Grant James for \$8,000 and authorizing the issuance of a deed for same.

WHEREAS, the City acquired the real property at 711 East Jean Street for \$16,014.37 and put it out for public bid; and

WHEREAS, Barbara and Grant James has offered to buy the property for \$8,000, an offer the City Manager considers acceptable; and

WHEREAS, disposition of real property calls for City Council approval; and

WHEREAS, the City Council is committed to using all available funds, wherever possible, to add to the Police-Fire Pension Fund.

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

Section 1 - The City Council hereby approves the sale of the real estate located at 711 East Jean Street and depicted on "Exhibit A" to Barbara and Grant James for the price and sum of \$8,000.

Section 2 - The City Council hereby authorizes the Mayor to execute such documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 - The City Manager is directed to cause the 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.

33 Passed at meeting: _____

34
35 _____
36 Mayor

37
38
39 Attest: _____, City Clerk

40
41
42 Filed as Ordinance: _____

43
44 Approved as to form: *Duke McDonald*, Assistant City Attorney

45
46 Approved for Council Action: *Greg Burt*, City Manager

EXPLANATION TO COUNCIL BILL NO. 2016 - _____

FILED: 06-21-16

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To direct the City Manager, or his designee, to accept an \$8,000 bid from Barbara James to buy real property at 711 East Jean Street and to authorize the Mayor, or his designee, to execute necessary documents to convey title to the property.

BACKGROUND INFORMATION: The City acquired the property after a sewer tax bill installation assesment and, after putting it out for public bid, received the bid noted above. The City placed the property out for public bid two previous times. With the sale and the transfer of title, the City will be relieved of maintenance costs, and the property will be back in private ownership paying property taxes.

No City department has a need for the property, and it does not have any public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the properties will be returned to the fund from which each property was purchased, up to the amount of the purchase price. The City Council has stated its intent to put any additional unrestricted proceeds from the sale into the Police-Fire Pension Fund.

REMARKS: The above council bill originated with the Land Inventory Committee. Under "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:



Duke McDonald, Assistant City Attorney

Recommended by:



Collin Quigley, Assistant City Manager

Approved by:



Greg Burris, City Manager



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.

City of Springfield, Missouri

Exhibit A

711 East Jean Street



Printed: Apr 29, 2016

One-rdg. _____
P. Hrngs. _____
Pgs. 85
Filed: 06-07-16

Sponsored by: Burnett

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016-140

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Springfield Convention and Visitors Bureau, Inc., that includes the
3 Fiscal Year 2016-2017 budget and marketing plan to promote travel
4 and tourism in the City.
5
6

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

10 Section 1 – The City Manager, or his designee, on behalf of the City of
11 Springfield, Missouri, is hereby authorized to enter into an agreement with the
12 Springfield Convention and Visitors Bureau, Inc., said agreement to be substantially in
13 form and content as that document attached hereto and incorporated herein by
14 reference as “Exhibit A.”
15

16 Section 2 – This ordinance shall be in full force and effect from and after
17 passage.
18

19 Passed at meeting: _____
20

21 _____
22 Mayor
23

24 Attest: _____, City Clerk
25

26 Filed as Ordinance: _____
27

28 Approved as to form: Marianne Henderson Berkey, Interim City Attorney
29

30 Approved for Council action: Luigi Burnett, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 140

FILED: 06-07-16

ORIGINATING DEPARTMENT: Springfield Convention & Visitors Bureau, Inc.

PURPOSE: This bill authorizes the City Manager, or his designee, to enter into an agreement with the Springfield Convention & Visitors Bureau, Inc. (Bureau), which includes their Fiscal Year 2016-2017 budget and marketing plan to promote travel and tourism in the City.

BACKGROUND INFORMATION: The Bureau contracts annually with the City to produce economic impact in the City by generating overnight travel. Attachments to the contract include the marketing plan "Exhibit B" and budget "Exhibit C" for the Bureau.

The Bureau will receive one-half of the five percent hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, less a six percent collection fee retained by the City, in exchange for marketing the City as a destination for travel and tourism as outlined in the Bureau's marketing plan.

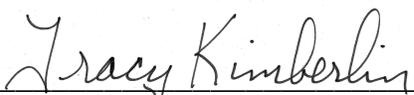
The Bureau's total Fiscal Year 2016-2017 budget is \$3,457,375, of which \$2,342,500 is budgeted to come from the hotel/motel gross receipts tax, \$430,000 from the Division of Tourism, through their Cooperative Marketing Program, and \$684,875 from the private sector, primarily for advertising partnerships and advertising purchases.

This Council Bill supports the following Field Guide 2030 goal(s): Chapter 1, Arts, Culture and Tourism; Major Goal 6, Use product development and promotion generated through the travel and tourism industry to increase sales tax revenue and other economic benefits. Chapter 3, Economic Development; Major Goal 1, Create a competitive business climate.

REMARKS: The Bureau's 15-member board includes the Assistant City Manager and nine individuals appointed by the Mayor and confirmed by City Council. The board has approved both the Fiscal Year 2016-2017 budget and marketing plan. The budget and marketing plan attachments are recaps of both documents and a complete budget and marketing plan will be available for review in the City Clerk's office.

No significant revisions have been made in this year's contract.

Submitted by:



Tracy Kimberlin, President/CEO

Approved by:



Greg Burfis, City Manager

Exhibit A

Effective Date July 1, 2016	Termination Date June 30, 2017	Contract Number: _____
CITY		CONTRACTOR
CITY OF SPRINGFIELD 840 BOONVILLE PO Box 8368 SPRINGFIELD, MO 65801-8368 PHONE 417-864-1000		SPRINGFIELD CONVENTION & VISITORS BUREAU, INC. 815 EAST ST. LOUIS, SUITE 100 SPRINGFIELD, MO 65806 PHONE 417-881-5300 ATTN: MR. TRACY KIMBERLIN

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Springfield Convention & Visitors Bureau, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

WHEREAS, the Contractor desires to promote tourism and conventions in the City in accordance with the Contractor's marketing plan for 2016-2017 and budget recommendations at a cost not to exceed the amount generated and collected by the license fee and gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, for the corresponding period of the term of this Agreement, and

WHEREAS, the City desires to retain the services of the Contractor to promote tourism and conventions in the City.

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

- 1. TERM.** The term of this Agreement shall be from July 1, 2016, to June 30, 2017, subject to any changes to which both parties may subsequently assent in writing.
- 2. SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in the Contractor's proposal, attached hereto as **Exhibit 1** and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in **Exhibit 1**.
- 3. AGREEMENT ADMINISTRATION.** The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of Contractor (or his designated alternate) as its representative for all work performed under this Agreement.

The aforementioned representatives of both the City and Contractor shall have primary responsibility and authority on behalf of each respective party to administer this Agreement and to agree upon procedures for coordinating the efforts of both parties under this Agreement.
- 4. FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall cooperate with the Contractor in every way possible in carrying out the services.
- 5. COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

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

A) Quarterly Reports: The Contractor shall submit an administrative progress report to the City, on a quarterly basis, which describes the work performed during the quarter. This report shall be submitted no later than sixty (60) days following the end of each quarter. This report shall be a synopsis and evaluation of the activity undertaken.

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

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

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

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2016, and shall be completed in a timely manner.

10. PAYMENT. Payments from the City to the Contractor for services under this Agreement will be made as follows:

A) Invoices for expenditures under the approved budget will be paid through the City's weekly accounts payable system. Accounts payable transaction forms received per the City's processing schedule will be processed, and checks will be written to the appropriate vendors by the City of Springfield's Finance Department.

B) 1) A payroll bank account will be maintained for the purpose of writing net payroll checks to employees and reimbursing the Contractor for the payment of employees' deduction items (employee taxes, insurance, and additional benefits). The account will be established with a \$55,000 cash advance from the City which will be a use of prior year's excess tax receipts. The fund will be replenished on a weekly basis through the City's accounts payable.

2) An additional bank account will be separately maintained to allow for payment of expenses on short notice. The account limit will not exceed \$10,000 at any time and the necessary account limit will be set monthly in advance by Finance and the Contractor. The fund will be replenished on a weekly basis through City accounts payable.

C) Each accounts payable form must be coded and signed by the Contractor's designated representative verifying that the services covered are for work actually performed or services rendered by third parties to the Contractor for matters covered under this Agreement. The City will compensate the Contractor only for actual costs incurred in the performance of this Agreement, the fixed costs and the special projects amounts as stipulated in the City Council's approved budget (**Exhibit 2**).

D) It is expressly understood that in no event will the total reimbursement under the terms of this Agreement exceed the amount generated and collected by the gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code for the corresponding period of the term of this Agreement, and any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax, unless an increase is specifically and mutually agreed to in writing by both parties.

E) Notwithstanding any other provision of this Agreement, excluding revenue other than that derived from the gross receipts tax, in no event shall the City be required to make payments in excess of the funds derived from the gross receipts tax, received by the City, and appropriated by the City Council to date. Nor shall the City be required to make any payment, so long as the revenues derived from the gross receipts tax do not equal or exceed the payment currently due plus any previous payments, except for return of any additional amounts deposited with the City by the Contractor in addition to said gross receipts tax.

F) The City shall allow expenditures by the Contractor for those numbered items and in those amounts specified on the Proposed Budget attached hereto as **Exhibit 2**. Revisions to this budget shall be handled as follows: (1) Budget changes within budget categories may be authorized by the Contractor's designated representative. (2) Budget changes between budget categories

require the approval of the City Manager. (3) Budget changes that would increase the total budget must be authorized by the City Council.

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

12. CITY - CONFLICT OF INTEREST. No salaried officer or employee of the City, and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement which is in violation of Section 19.16 of the Springfield City Charter. A violation of this provision renders the Agreement void. Any federal regulations, and applicable provisions in RSMo. Section 105.450 et seq. shall not be violated.

13. RIGHT OF AUDIT

A) Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

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

14. INSURANCE. During the performance of all work under this Agreement or any subcontracts hereunder, the Contractor and its subcontractors shall maintain the following insurance coverage at no additional cost to the City and provide satisfactory evidence of coverage prior to the commencement of any work.

- 1) Workers' Compensation - as required by law: \$500,000.
- 2) Comprehensive General Liability, including personal injury and contractual liability with minimum limits of \$2,000,000 Bodily Injury and Property Damage combined.
- 3) Comprehensive Automobile Liability, including owned, non-owned, and hired cars, with minimum limits of \$2,000,000 Bodily Injury and Property Damage combined.

In the event the scope or extent of the City's tort liability as a governmental entity as described in RSMo. Section 537.600 through Section 537.650 (Supp. 1995) is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon ten (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 shall take effect within the time set forth in the addendum.

All evidence issued in supporting these requirements must provide for the City as an "additional insured," with a minimum 30-day notice of cancellation. All evidence of insurance is to be sent to the Law Department, Busch Building, 840 Boonville, Springfield, Missouri 65802.

15. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

A. This contractor and 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.

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

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

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

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

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

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

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at the Springfield Convention & Visitors Bureau, 815 East St. Louis, Suite 100, Springfield, Missouri 65806. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement 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.

22. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

23. CONTINGENCIES. This contract is contingent upon the Contractor maintaining a not-for-profit corporation as follows:

A) A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B) There shall be thirteen voting members of the Board of Directors. Residency within the City of Springfield shall not be required, although residency within Greene, Christian or Webster Counties is required. The ex-officio members of the Board of Directors shall be the Chairman, or his/her designee, and the Chairman Elect, or his/her designee, of the Springfield Area Chamber of Commerce, an appointee by the City Manager, and the immediate past president of the corporation. If someone other than the Chairman or Chairman Elect of the Springfield Area Chamber of Commerce is designated to serve on the Board of Directors of the Springfield Convention & Visitors Bureau, the designee must be a current member of the Chamber of Commerce Board of Directors. The President of the Chamber of Commerce and the President of the Springfield Hotel-Motel Association shall serve on the Board of the Springfield Convention & Visitors Bureau as ex-officio members, without vote. The composition of the Board of Directors shall consist of four ex-officio voting members, two ex-officio non-voting members, as set forth above, and nine voting members appointed by the Mayor of the City and confirmed by the City Council as set forth in the Bylaws of the Convention & Visitors Bureau. The City shall forward to the Contractor nominees for vacancies on the Board of Directors, which nominees shall be made by the Mayor of the City and confirmed by the City Council. Nominees from the City will be made in such a manner as to include at least three representatives from the hospitality industry on the Board of Directors at all times. In consideration of the mutual covenants set forth herein, the Contractor agrees to accept such nominees to its Board of Directors.

C) Contractor agrees, if permitted by law, to insert in its bylaws a provision to not compete with the Chamber of Commerce by providing that the Contractor will not compete with the Chamber in advertising sales for support of publications by restricting its advertising sales for support of publications relating to the tour and travel industry. Contractor hereby covenants with the City that it will not engage in prohibited practices, as described above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Attest:

SPRINGFIELD CONVENTION & VISITORS BUREAU, INC.

Secretary

By: _____

CERTIFICATE OF DIRECTOR OF FINANCE

Name & Title: _____

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.

CITY OF SPRINGFIELD, MISSOURI

Mary Mannix-Decker, Director of Finance

By: _____

Approved as to Form:

Collin Quigley, Assistant City Manager

City Attorney



Convention & Visitors Bureau

2016/2017 MARKETING PLAN ACTION PLANS

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Marketing 7

Marketing functions include public relations; the marketing partnership program; advertising sales; design and production of all collateral material; digital, social and interactive marketing; national and regional advertising and promotion for all market segments; international leisure marketing and other miscellaneous marketing and communications efforts undertaken by the CVB for the purpose of increasing overnight travel to Springfield.

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Group Sales 24

The Group Sales Department of the CVB is responsible for generating group business for Springfield hotels/motels. Goals are established for the Sales Department for group room nights booked. In addition, the CVB tracks the number of sales calls made, leads generated, site inspections conducted, proposals prepared and presented, trade shows attended, familiarization tours conducted and other sales-related activities.

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ABOUT THE CVB

The Bureau Is...

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 15 civic and business leaders
- Supported by a full-time staff of 19, part-time staff of two and nearly 40 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the hospitality arm of the Chamber of Commerce. The Bureau was incorporated independently as a not-for-profit corporation under the laws of the State of Missouri in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Convention & Visitors Bureau serves as the primary marketing organization responsible for the development and implementation of marketing programs to ensure positive economic impact on the Springfield metropolitan area through steady growth of the travel industry.

The goal of the Bureau's efforts is to encourage the development of tourism and increase overnight travel and occupied rooms in Springfield metropolitan area hotel/motel properties. Continued growth will be realized by identifying and implementing marketing programs to the specified market segments of:

- I. Meetings, Conventions and Seminars
- II. Individual Leisure Travel, including Event Promotion
- III. Sporting Events
- IV. Group Tours

Vision Statement

The vision of the Springfield Convention & Visitors Bureau is to lead the area travel industry in promoting Springfield as a premier destination for leisure travelers and outdoor enthusiasts, a recognized and successful host city for meetings and conventions, and a prominent and respected venue for sporting events.

Core Purpose Statement

Improving the economic vitality of our community by asking others to visit, explore and enjoy the many things we enjoy daily.

Corporate Culture

The CVB corporate culture is based on freedom, fun and responsibility with the standard of employing and developing high performance individuals throughout the organization.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of life's simple pleasures.

CVB Contact Information - www.SpringfieldMO.org

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806
(800) 678-8767; (417) 881-5300; (417) 881-2231 – fax
Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO

Karen Smith, Finance & Administration Manager

Jennifer Holt, Finance & Administration Assistant

Marketing

Laura Whisler, CDME, Vice President

Sean Dixon, Interactive Media Manager

Adam McMullin, Interactive Content Coordinator

Susan Wade, Public Relations Manager

Steve Ross, Graphic Designer

Jane Rips, Partner Development Manager

Abby Terhark, Advertising Sales Assistant

Shelly Grauberger, Marketing Coordinator

Hubert Heck, Visitor Information Specialist

Pat Gray, Visitor Services Associate

Cindy Wasman, Airport Liason

Nearly 40 Volunteers

Group Sales

Dana Maugans, CDME, Director of Sales

Melissa Evans, CHSE, Sales Manager

Lisa Perez, CMP, Sales Manager

Lance Kettering, Sports Sales Manager & Executive Director, Springfield Sports Commission

Carrie Edinborough, Event Services Manager

Katie Johnson, Sales Assistant

Ashton May, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Brad Danzak, Chairman – Rolling Oaks Hospitality

Paul Sundy, Vice Chairman – English Restaurant & Event Management

Phill Burgess, Treasurer – John Q. Hammons Hotels & Resorts

Stephanie Hein, Assistant Treasurer – Missouri State University

Randall Blackwood, Immediate Past Chair

Board Members

John Acosta – Bass Pro Shops® Outdoor World®

Amy Austin – City Utilities

Bob Cirtin – Greene County

Gordon Elliott – Elliott Lodging

Lyle Foster – Big Momma's Coffee & Espresso Bar

Dee King – DoubleTree by Hilton Springfield

Matt Morrow – Springfield Area Chamber of Commerce

Collin Quigley – City of Springfield

Dan Reiter – Springfield Cardinals

Cara Walker Whiteley – Walker Hospitality Group

EXECUTIVE SUMMARY

The objectives and action plans that follow illustrate planned marketing activities for the 2016/2017 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

New and/or major projects included or planned for the 2016/2017 fiscal year are listed below.

- Staff will continue to pursue advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include CVB print publications, website and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center and Springfield-Branson National Airport.
- The CVB will continue to partner with the Springfield-Branson National Airport as the exclusive advertising sales concessionaire and investigate new and innovative advertising revenue sources at the airport.
- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism to leverage the CVB's advertising dollars. Because of recent increases in the Missouri Division of Tourism's Cooperative Marketing Program, the CVB will be able to apply for \$430,000 in funding, down from \$580,000 in FY11 but up from the \$400,000 in recent years. Total advertising placed by the CVB and its partners will be nearly \$1.4 million and account for about 40 percent of the CVB's total budget.
- All marketing materials and promotional efforts will be transitioned to incorporate the new CVB brand and logo. The CVB will continue to invest significant resources into the production of new branded marketing campaigns for the leisure, convention and sports market in partnership with advertising agency MMGY Global.
- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes hiring more diverse models for photo/video shoots and conducting staff sensitivity training with the Missouri State University Division of Diversity and Inclusion.
- Consumer advertising partnerships with Bass Pro Shops® Outdoor World®, Wonders of Wildlife, Springfield Cardinals and the Missouri Division of Tourism will be continued and expanded.
- In anticipation of the opening of Wonders of Wildlife in FY17, staff will work with Bass Pro Shops and the museum/aquarium to develop a series of marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors.
- The use of online advertising, social networking sites (Twitter, Facebook, Instagram, etc.) and user-generated blogs and other websites such as Trip Advisor will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.
- Local, regional and national public relations will continue as a high priority to supplement the CVB's advertising efforts. Travel writer site visits will be encouraged and blogger familiarization tours will be continued.

EXECUTIVE SUMMARY

- Staff will continue and expand the One Jet Jaunts campaign, targeting potential visitors in each of the cities where Springfield has a non-stop flight. The campaign is a partnership with the Springfield-Branson National Airport.
- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION software to the fullest extent by providing press release distribution, maintaining media contacts and monitoring clippings.
- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Council to increase the budget of the Missouri Division of Tourism and protect funding for the Cooperative Marketing Program.
- Tourism attractions and businesses located in Greene, Christian and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in early 2017 with a focus on the travel industry and CVB marketing efforts.
- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online by obtaining email addresses of visitors or through focus groups. An annual Advertising Effectiveness Study will be completed and staff will investigate utilizing meeting planner surveys to better reach the leisure, meetings/conventions and sports markets.
- The CVB will continue to advocate for development of a convention complex on the lot adjacent to the Expo Center and Jordan Valley Car Park and support recommendations given in the Huden Strategic Partners' Convention Competitive Assessment.
- In addition to ongoing convention sales efforts to attract conventions of all sizes, SMERF (social, military, educational, religious, and fraternal) and association markets will be targeted.
- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.
- The CVB will work with hotel partners to develop and execute another local convention cooperative marketing campaign targeting meeting planners. The campaign will be outside the scope of traditional advertising and may include direct mail or other unique promotions to garner the attention of highly targeted planners and generate interest in Springfield as a destination for meetings and conventions.

EXECUTIVE SUMMARY

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.
- The CVB will continue to operate a visitor information kiosk at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be promoted in all collateral materials and on the CVB website as a place to learn about Route 66 history.
- The CVB will maintain accreditation through the Destination Marketing Association International Accreditation Program. In addition, all staff will be encouraged or even required to obtain certification in their field of expertise.
- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and encouraging or requiring use of the extranet by CVB partners. The Simpleview system will be used to the fullest extent and will be integrated with many other vendor software programs.

Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

MARKETING

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that

- establishes a distinctive and relevant brand personality,
- articulates a compelling and sustainable value proposition for visitors, and
- serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

For those who embrace the virtues of a life well-lived. Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom and homegrown values.

A brand architecture also was developed to guide all current and future communications strategies for the CVB.

BRAND ARCHITECTURE				
BRAND ESSENCE a distillation of brand positioning	BRAND VALUES code of behavior	BRAND PROMISE articulation of commitment to customers	BRAND EXPERIENCE product + service proof points that deliver against the promise	BRAND VOICE how the brand speaks
Life's Simple Pleasures	<ul style="list-style-type: none"> • Genuine • Hard-Working • Traditional • Family Friendly • Natural 	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of life's simple pleasures.	<ul style="list-style-type: none"> • Pulse Of The Ozarks • Gateway To The Great Outdoors • Classic Americana • Homegrown Innovation 	<ul style="list-style-type: none"> • Honest • Thoughtful • Casual • Warm • Virtuous



The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo and color palette.

MARKETING

Public Relations/Public Affairs

Objective A:

Generate at least 200 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least \$150,000 and 1,000,000 impressions.

- Develop and maintain an online media center that includes information for local, regional and national media.
- Organize and expand the photo and video library for use on the website, by journalists and in collateral materials.
- Maintain a press pass to allow free access to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least fifteen qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Continue and expand the One Jet Jaunts campaign targeting potential visitors in cities where Springfield has a non-stop flight.
- Conduct travel writer familiarization tours with organizations such as Missouri Women Bloggers, US Family Guide bloggers, etc.
- Continue rapid response to media inquiries generated by CVB public relations efforts, the Missouri Division of Tourism, and other sources.
- Increase the Missouri Division of Tourism's and its advertising/public relations agencies' knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff and participating in division functions.
- Continue using CISION software for press release distribution, maintaining media contacts and the CVB clipping service to identify articles featuring information about Springfield and track advertising equivalency of those articles.
- Partner with Branson to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Sponsor the Missouri Press Association's annual conference in Branson and encourage attendance at the Springfield conference in 2017.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Assist the staff and public relations agency for Wonders of Wildlife with development of a communications strategy for the opening of the museum/aquarium and generate positive stories about the opening of the aquarium and other outdoor assets available in Springfield.

- Identify outdoor travel media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend trade shows for outdoor writer groups and pitch stories about the aquarium.
- Develop a unique promotion using technology, such as virtual reality, to generate interest in the facility and invite outdoor travel media to come to Springfield for familiarization tours surrounding the opening of the museum/aquarium.

Objective C:

Maintain a local public relations plan to increase local awareness of the CVB mission and its impact on the local community and generate at least 100 local news stories.

- Produce and edit content for a monthly newsletter-style blog and distribute to local media, travel industry and other interested parties via email.
- Seek out opportunities to speak to local organizations and on radio talk shows to promote awareness of the CVB mission and tourism in Springfield.
- Continue promoting a speakers bureau and provide at least ten public speaking appearances by CVB staff.

MARKETING, cont.

Public Relations/Public Affairs

Objective C, cont:

- Generate at least 100 local news stories through media contact, news conferences, press releases and conducting live TV and radio interviews.
- Host the Annual Salute to Travel & Tourism Awards Banquet in early 2017 with travel and tourism as the primary focus of the event.
- Conduct a State of the Travel Industry event highlighting tourism statistics, key events booked/hosted, CVB major projects, etc.
- Increase efforts to inform the area travel industry, media and state/local officials and their staffs, on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Develop relationships with local news directors and reporters in order to ensure that they use the Springfield CVB as a resource for travel-related news stories.
- Build awareness of the CVB mission and activities through increased involvement and membership in appropriate organizations and on local boards or committees.
- Work closely with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists and other public relations needs.
- Provide assistance and training for CVB staff to assist them with handling media interviews and requests.
- Conduct press conferences when select conventions and sporting events are booked or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week.
- Work with local colleges and universities to promote the CVB website, coupons and Visitors Guide.
- Continue to advocate for development of a convention complex on the lot adjacent to the Expo Center and Jordan Valley Car Park and support recommendations given in the Hunden Strategic Partners' Convention Competitive Assessment.
- The CVB will continue to participate in the reallocation of the hotel tax previously provided to Wonders of Wildlife. Grants will be distributed to successful applicants who can illustrate their capital projects will positively impact overnight travel.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and to protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues impacting tourism, including Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Council and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY18 budget.
- Arrange a luncheon in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate the strategy into their legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Days for Tourism with Missouri Travel Council and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

MARKETING, cont.

Public Relations/Public Affairs

Objective E:

Continue efforts to increase City and County Government understanding of who the CVB is, what the CVB does and why it is important.

- Conduct CVB orientations for new City Council members, County Commissioners and appropriate city and county leadership.
- Develop a printed leave-behind piece that explains who we are, what we do and why it is important.
- Hold regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.
- Present an annual "State of the Industry" at a city council luncheon or breakfast to inform city council and staff about key priorities of the travel industry, recent successes and how they can assist in future development of tourism resources.

MARKETING, cont.

Collateral Production/Advertising Sales

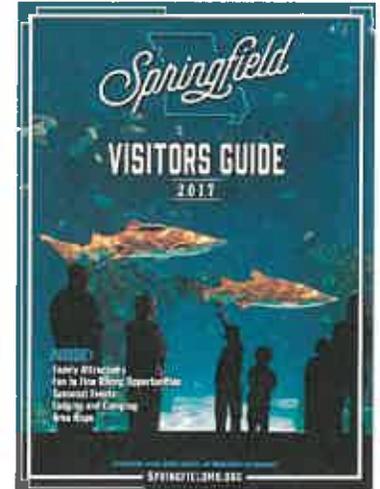
The Marketing Department is responsible for production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:

Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least \$130,500 in revenue.

Produce the following collateral pieces in-house:

- 2017 Springfield Visitors Guide (150,000 quantity) by January 1, 2017, to promote the leisure travel market. The 2017 guide will be a new format, designed as an 8.5" x 11" magazine-style book. The guide will include listing grids, display ads, editorial and coupons for attractions, restaurants, retail and lodging facilities. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses and to convention/event attendees.
- Poly-tote Bags (6,000 quantity) by June 30, 2017. These bags are given to attendees of meetings, conventions and sporting events, upon request.



Objective B:

Continue partnership with the Springfield-Branson National Airport as the exclusive advertising sales concessionaire, generating at least \$124,000 in advertising revenues.

- Obtain advertising commitments for airport litewall, digital and banner advertising throughout the terminal, focusing on multiple-year contracts when possible.
- Work with airport staff to develop new and innovative advertising revenue sources at the airport.

Objective C:

Generate at least \$120,500 in revenue through CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links and banners.
- Continue to utilize Google Analytics website advertiser tracking software to provide up-to-date traffic counts to participants.
- Obtain commitments for advertising displays for transparencies in the Route 66 Springfield Visitor Center and the Springfield Expo Center.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective D:

Produce promotional materials for the purposes of informing local residents, business owners and government agencies about what the Springfield CVB is and does for the Springfield community.

Produce the following promotional pieces in-house:

- 2016 Tourism by the Numbers (400 quantity) by February 1, 2017. This piece is designed to highlight results from the previous year's marketing and sales efforts and is produced for distribution at the CVB's annual banquet in February 2017.
- 2017 Annual Banquet Invitations (1,000 quantity) by January 2017.
- What Is the CVB? (1,000 quantity) by June 30, 2017. This piece is designed to inform local residents, business owners and government agencies about what the CVB does and its impact on the local economy.
- State of the Industry Video by February 1, 2017. The video is designed to inform the local business community about the impact of travel and tourism on the local economy. The video will be launched at the annual banquet and used throughout 2017 in presentations about what the CVB does.

MARKETING, cont.

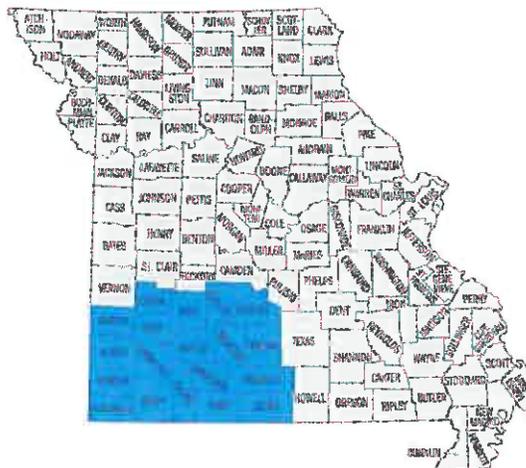
Regionalism & Partnerships

Objective A:

Coordinate programs that will benefit Springfield's efforts to become a regional tourism hub and generate at least \$20,000 in Marketing Partnership revenues.

- Provide a marketing partnership program for attractions, restaurants and retail establishments in Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene (outside of Springfield), Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Polk, Stone, Taney, Webster and Wright counties. Select attractions outside the Marketing Partnership region will be allowed to become a partner with prior approval of the CVB Board of Directors. Accommodations within the Metropolitan Statistical Area of Christian, Dallas, Greene, Polk and Webster counties are eligible for the marketing partnership program. This program provides a variety of advertising, public relations and networking benefits to partners.
- Provide an overflow program for accommodations in Laclede, Stone, and Taney counties. Partners in this program will be placed on a priority list for convention and sports overflow along with accommodations that are full marketing partners.
- Provide a brochure distribution program for businesses outside the marketing partnership region. Partner brochure availability will be monitored in both tourist information centers operated by the CVB, and the partners will be contacted when supplies are low.

Marketing Partnership Region



Objective B:

Encourage attraction and destination marketing organization partnerships.

- Host monthly meetings of the Attractions Council for the purposes of developing and implementing cross-promotional and cooperative advertising and marketing ideas.
- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing and other partnership opportunities and implement as appropriate.
- Attend the Governor's Conference on Tourism and Missouri Association of Convention & Visitors Bureau's annual conference and other industry events, as appropriate.

MARKETING, cont.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism, MMGY Global and others is used in the development of the CVB's marketing strategy.

Objective A:

Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Marketing & Media Effectiveness Study for the spring 2016 advertising campaign. Key Performance Indicators from the 2015 campaign study are listed below.

Springfield, MO FY 2015 Marketing & Media Effectiveness Key Performance Indicators

The Springfield CVB's FY 2015 Marketing Campaign generated 110k incremental trips to the Springfield area that would not have occurred had the campaign not been in place.

With a media investment of \$800k for FY 2015, the cost per aware household was just \$0.11 --very efficient by travel industry standards. The return on investment was also excellent at \$73 -- 20% higher than the last measurement in FY 2011.

Key Performance Indicator	FY 2015	FY 2011	Variance	H2R Norm*
Aided Awareness	38.7%	39.7%	-1.0%	32.6%
Incremental Visitation	+1.5%	+1.3%	+0.2%	+5.0%
Incremental Trips	110k	106k	+4k	+191k
Incremental Revenue	\$58.7M	\$62.9M	-\$4.2k	\$25.9M
Media Investment	\$800k	\$1.0M	-\$200k	\$376k
Cost/Aware Household	\$0.11	\$0.12	-\$0.01	\$0.44
Return on Investment	\$73	\$61	+\$12	\$76

*The H2R Industry Norm is derived from destinations across the U.S. with media budgets of less than \$1.0M

- Conduct a digital communications audit and online website focus groups to guide digital marketing efforts in FY17.
- Conduct a regular zip code analysis to determine points of origin for visitors to Springfield.
- Educate the hospitality industry of the benefits of research and encourage participation of the industry in CVB research projects, as applicable.
- Utilize travel research libraries available through MMGY Global, Destination Marketing Association International, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs and others to supplement CVB research.
- Conduct a meeting planner survey and focus groups in partnership with the Branson CVB.
- Utilize the Event Impact Calculator from Destination Marketing Association International to track and determine estimated economic impact of groups meeting in Springfield.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce and other local partners on research projects, as appropriate.

Objective B:

Obtain hotel occupancy and average daily rate information from at least 85% of available rooms on a monthly basis.

- Continue to obtain statistical information from hotels and solicit new participants.
- Increase participation in optional statistics with assistance from the Springfield Hotel Lodging Association.
- Assess contribution of sports to overall market mix and react appropriately.

MARKETING, cont.

Market Research

Objective C:

Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic and other website statistics.
- Using information gathered in the Marketing & Media Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide development of new marketing campaigns.

Objective D:

Conduct research of all CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Based on information obtained in the update of the Strategic Plan, design the research instrument and place on the CVB's website.
- Email a link to the survey to all CVB constituents.
- Compile and evaluate survey results.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations and Strategic Plan.

Objective E:

Utilize the Simpleview Dashboard to create and distribute real-time reporting for board, senior staff, stakeholders and others by December 31, 2016.

- Work with Simpleview to identify which dashlets are necessary and link the data sources required to feed the dashlets.
- Post links to the dashboards on the Simpleview Extranet, in board reports and quarterly reports.

Objective F:

To assist in assessing CVB performance, research and subscribe, if appropriate, to DMAI's ARENA Destination Benchmarking Dashboard.

- Subscribe to the complimentary benchmarking dashboard.
- Investigate other optional modules and subscribe if appropriate.
- If appropriate, change staff board reports to reflect metrics measured by the dashboard.

MARKETING, cont.

Intercept Marketing

The Route 66 Springfield Visitor Center continues to serve visitors to Springfield, many of which are specifically interested in Route 66 travel. Numerous improvements have been made recently to the center, including a new exterior sign installed in 2014. In addition, the CVB continues to operate the information kiosk at the Springfield-Branson National Airport that is located in the baggage claim area of the terminal and recently installed an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations, or those traveling Route 66, to encourage incremental travel to Springfield. More than 40 volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups and greeting of visitors at the information centers.

Objective A:

Assist and provide Springfield area information to 30,000 travelers at both CVB information centers.

- Continue enhancing the Route 66 Springfield Visitor Center by updating displays with historical information, producing a Route 66 video and continuing to offer Route 66 souvenirs for sale.
- Install an interactive tablet computer in the Route 66 Visitor Center's juke box to be used as a kiosk to find local information, access the web site and send digital postcards from Springfield.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Continue partnering with organizations such as Pioneer Advertising to acquire billboards throughout the city promoting the Route 66 Springfield Visitor Center, events and attractions in the city.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Work with the Branson CVB and local attraction partners to develop an "Ozarks VIP Pass" with discount admission to multiple attractions in both communities.
- Continue to sell souvenirs with CVB and Route 66 branding.

Objective B:

Develop a comprehensive plan to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners and visitor centers throughout Springfield, southwest Missouri, state visitor centers and key cities in bordering states.
- Utilize CTM Brochure Distribution to distribute visitors guides on the I-44 corridor from St. Louis to the Oklahoma border and on Missouri 13 from Kansas City to Springfield.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.
- Utilize geo-fencing technology to serve ads to potential visitors traveling on Missouri 13, Interstate 44 and US 65 and visiting Branson.

MARKETING, cont.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation and the CVB's website, blog and social media channels. Active participation in social media sites makes Springfield more visible when people search the Internet for things to do and places to travel. Enhancements to the site will also be continued in an effort to better reach potential visitors.

Objective A:

Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1,000,000 visitor sessions and attract visitors to Springfield.

- Take a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully-responsive design for the CVB website, including utilizing the new brand.
- Stay engaged in emerging website trends and apply them to the site, when appropriate.
- Continue to maintain the Springfield Area Sports Commission website and make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Ad Words.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising response to the website.
- Continue to provide an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Provide opportunities for attendees to request visitor information through convention services contacts prior to arrival.
- Enhance website advertiser listings with photo galleries, interactive maps, 360-degree tours and/or video options.
- Use website banner ads to promote different areas of the site.
- Continue to discuss and recommended additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on coupons, itineraries, partner listings and calendar of events.
- Develop new sections of the site for Local Advocacy, International Visitors, Minority-owned Businesses, Media/Press Room and Volunteer Recruitment.
- Utilize outside website developers to assist in implementation of website projects and ideas throughout the year.



Objective B:

Create an e-mail marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 20%.

- Develop a plan to acquire new email addresses utilizing organic methods and paid email database subscriptions.
- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns. Also distribute event and niche market promotions as appropriate.
- Develop an email campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city and other pertinent information.

MARKETING, cont.

Digital Marketing

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (ie. articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website and YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create an additional eight True Talk online videos featuring Springfield business owners/managers.
- Create a photo/video asset coop program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 40% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining of goals to provide a clear return on investment (ROI).
- Rebrand the CVB industry blog and social channels (currently Issues & Info) and continue to use the platform to share tourism-related issues important to the community, CVB projects and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Work with outside guest bloggers to provide unique niche content to the CVB blog and social media efforts.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under the LoveSpringfield banner. Increase following to over 100,000 for Facebook, 15,000 for Twitter, and 15,000 for Instagram. Reboot Pinterest as a LoveSpringfield account.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize Trip Advisor and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events and tourism-related issues on all social channels.
- Continue to utilize the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield and inform them about all that Springfield has to offer while they are in town.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund (formerly Cooperative Marketing Program) provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY17, the CVB has applied for \$430,000 from the Marketing Matching Grant program that provides funds for up to 50% of the total costs of the approved project. Each submitted project is graded by evaluators and projects assigned a pass/fail grade. If awarded the funds, the CVB will conduct a more than \$1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

In addition to the Marketing Matching Grant program, the Missouri Division of Tourism developed a new program in FY15 called the Cooperative Marketing Initiatives. Through the program, MDT buys down the costs of print and digital coop inserts and offers the ability for destination marketing organizations (DMO) to participate in these highly subsidized cooperative programs.

The CVB continues to partner with advertising agency MMGY for assistance with strategic media planning, placement and creative execution. MMGY acts as an extension of CVB marketing staff and will assist, as needed, with implementation of marketing strategies. The CVB will continue to put an increased effort on recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The new branding initiative that launched in FY15 will guide the development of future advertising campaigns featuring "Life's Simple Pleasures." The following campaign statement identifies the emotional core for which the campaign will be based.

Of all of life's simple pleasures, being true to yourself is the greatest.

It's knowing who you are and doing the things you love with the people you love. And while this sounds simple, it's actually quite difficult. It doesn't necessarily come easy. It takes effort, thought and dedication. Springfield has figured this out. A metropolitan city that still feels like a small town. A place where you can make a difference. Progressive, but rooted in something wonderfully comfortable and familiar. A place that hasn't forgotten it's the small things that make life big and full.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

ADVERTISING SAMPLES

Print

All advertisements will feature a single element found within the brand experience categories identified in the brand architecture on page 7 of this document. Although additional photo assets will be collected during FY17, the following print ads are representative of the type of ads that may be use in the FY17 campaign.



Bass Pro Shops – “Gateway to the Great Outdoors”



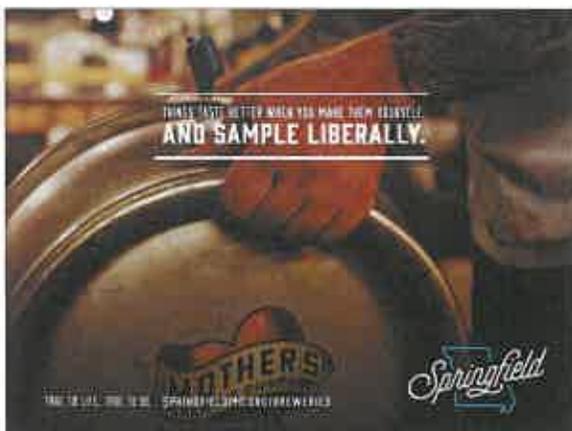
Lake Springfield – “Gateway to the Great Outdoors”



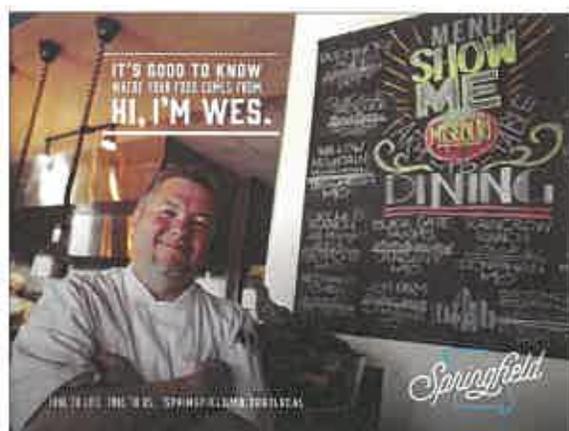
Route 66 – “Classic Americana”



Route 66 – “Classic Americana”



Mother's Brewing Company – “Homegrown Innovation”



Metropolitan Farmer – “Pulse of the Ozarks”

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

ADVERTISING SAMPLES

Digital

The [True Talk](#) campaign, developed in FY16, proved to be very successful in generating interest in the Springfield area. With more than 300,000 social media and rich media impressions, 150,000 video views and 5,200 social interactions (shares, likes, comments), this campaign will be continued and expanded in FY17. A significant increase in both financial and other resources will be allocated to production of campaign creative in an effort to increase the quality, professionalism, diversity and ultimately the effectiveness of the CVB's advertising efforts.



True to Life. True to Us.

There are no easy answers only people from Springfield – so we've come up with a big idea that's different from others, the only one that's focused on helping you experience everything – just as really is. In the "True Talk" video series, Springfield's diverse people tell us about why they love Springfield – and why you will too.



Dickerson Park Zoo

Springfield's Dickerson Park Zoo opened its doors in 1938, and has remained a family-owned place. From open farm fields, a path to a process with a mobile end, and a remarkable experience. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Eli's Pet Services

Eli's Pet Services is a full-service pet care company. It's not just a pet care company, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Farmers Market of the Ozarks

For over 30 years, the Farmers Market of the Ozarks has been a place where you can find everything you need for your farm, from fresh produce to local meats and handmade goods. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Gilardi's Ristorante

Gilardi's Ristorante is a downtown Springfield restaurant. It's not just a restaurant, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Laong's Asian Market

The award-winning Laong's Asian Market is a family-owned business. It's not just a market, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



CrossTown Barbecue

CrossTown Barbecue is a Springfield restaurant. It's not just a restaurant, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Springfield Cardinal's Baseball

The Springfield Cardinals are the best team in baseball. It's not just a team, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.



Big Momma's Coffee & Espresso Bar

Big Momma's Coffee & Espresso Bar is a Springfield coffee shop. It's not just a coffee shop, it's a community. It's all thanks to people who believe in the animals, the outdoor paths, and our special gift of knowledge – a way to help you see the world from a different perspective.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

LEISURE ADVERTISING

Objective A:

Generate at least 35,000 tourist inquiries and more than 1,000,000 website visitor sessions through consumer market advertising efforts.

- Develop a magazine and digital schedule and a broadcast flight plan.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network.
- Continue the True Talk video-based online marketing strategy and expand other digital marketing programs, including increased emphasis on search retargeting.
- Continue and expand the One Jet Jaunts campaign targeting cities where Springfield has non-stop flights.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Utilize newly acquired photo/video assets to update advertising creative featuring the new museum/aquarium at Bass Pro Shops and make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Obtain approval for each ad from the Division of Tourism.
- Place all advertising as specified in the Promote Missouri Fund's Cooperative Marketing Initiative and Marketing Matching Grant programs.
- Incorporate tourism attractions and businesses located in Greene, Christian and Polk counties in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective B:

Develop partnerships to assist with CVB advertising efforts, generating at least \$1,020,000 from partners.

- Generate \$195,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate \$395,000 in advertising sales and partnerships with local attractions, restaurants, hotels and retail shops.
- Apply for \$430,000 in Missouri Division of Tourism Promote Missouri Fund's Marketing Matching Grant program.
- Participate in the Missouri Division of Tourism's Cooperative Marketing Initiative Program and offer partnership opportunities to Springfield attractions.

Objective C:

Partner with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify points of interest in Springfield of interest to international visitors.
- Coordinate a photo/video shoot with Brand USA production crew and produce at least one video for VisittheUSA.com and the CVB website.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

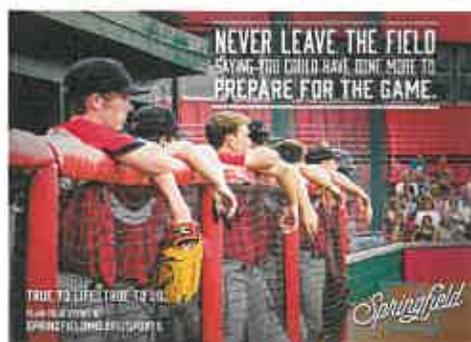
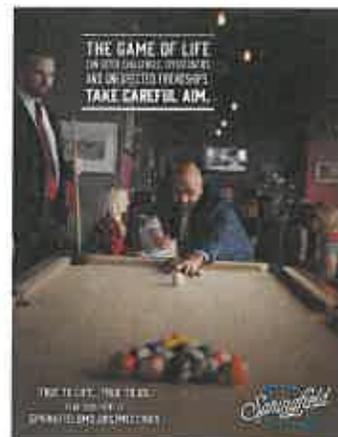
CONVENTION/SPORTS ADVERTISING

Objective A:

Build awareness of Springfield as a convention and sporting event destination by placing at least \$42,000 in advertising.

- Develop a media plan targeting the meeting/convention and sports market.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting/convention and sports market, including a mechanism for tracking responses.

The following ads were used in FY16 Convention/Sports Advertising Campaigns and although creative will be revised for FY17, they are representative of the types of ads that may be placed to promote Springfield as a premier destination for conventions, meetings and sports.



MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

CONVENTION/SPORTS ADVERTISING, cont.

Objective B:

Develop partnerships to build awareness of Springfield as a convention and sporting event destination that generate at least \$15,000 in revenue to develop other event marketing programs.

- Secure commitments from hotel and facility partners for participation in the local convention cooperative marketing program.
- Work with MMGY Global and hotel partners to develop a marketing program targeting meeting planners.
- Subject to approval by the hotel partners, utilize Integrated Marketing Media to distribute four unique e-postcards and a printed newsletter to all of their subscriber databases. This will include the SMERF Special Markets, The Qualified Planner, Independent Advantage and Livestock/Agriculture.
- Execute the plan and follow up with meetings planers to gauge interest in Springfield and invite them to visit Springfield for site visits.

The following images showcase the local convention coop program that was planned and executed in FY16. Although there will be a new campaign with new creative for FY17, this is representative of the type of creative assets that could be developed as part of this program.



GROUP SALES

Market Segments

The 2016/2017 group room night booking goal is 62,000 room nights (individual market segment goals are listed below). This represents 34.0% of total group business and 5.1% of total rooms occupied in Springfield as reported in the 2015 CVB Citywide Hotel Statistics. In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year. The goal of 62,000 room nights is for group business only and does not address the CVB's efforts to attract individual vacation travelers to Springfield. Group sales efforts are targeted for the following market segments:

State Association Market

This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism and assisting with legislative activities as directed.

Regional/National Association Market

This market includes all associations that are not Missouri based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial and business.

Religious Market

Because of Springfield's central location, affordability, community atmosphere and close proximity to Branson, this is a niche market for Springfield. The JQH Arena will assist in securing new and larger religious events. The Assemblies of God National Headquarters in Springfield continues to provide the community with numerous meetings and overnight travel.

Sports Market

Springfield has proven to be a top location for many amateur sporting events due to its central location, affordability and abundance of sporting venues. Mediacom Ice Park features two sheets of ice meeting NHL standards. Hammons Field, a 6,750-seat minor league baseball stadium, opened in 2004 and is home to the Springfield Cardinals. The 11,000-seat JQH Arena on the campus of Missouri State University opened in November 2008. The 3,100-seat O'Reilly Family Event Center on the campus of Drury University opened in 2010. The Fieldhouse Sports Center opened spring 2013 featuring four courts that can be used for basketball and volleyball.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting "The 1 Awards" in 2013 to increase visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2016.

GROUP SALES, cont.

Market Segments

Patriotic/Veteran/Military Reunion Market

The CVB will place emphasis on military associations and organizations as well as patriotic associations. Springfield's central location and close proximity to Branson make the city an ideal location for events in this market.

Social/Fraternal/Hobby/Avocational Market

This market continues to be strong for Springfield because of the city's location and area attractions, however, Branson, St. Charles, and Overland Park have become stronger competitors because of the recent addition of convention facilities.

Group Tour/F.I.T. Market

Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Although group tours visit Springfield attractions, Springfield is too close to Branson to obtain significant overnight stays from this market segment.

Government Market

This market includes group business generated by the state or federal government. Many state government events occur at the Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market

Most corporate meetings are booked directly with local hotels, however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market

Increased emphasis on the education market will be made in 2016/2017 because of the number of colleges and universities in Springfield.

GROUP SALES, cont.

Group Sales Efforts

Objective A:

Through efforts initiated by the CVB group sales staff, book 45,000 room nights from the meetings and conventions market during FY17.

Action Plans:

- Research and solicit meetings, conventions and sporting events targeting key market segments.
- Maintain membership in industry related organizations such as PCMA, ASAE, MSAE, SGMP and RCMA.
- Promote the CVB's new branding through redesigned promotional pieces such as the "Why Springfield" convention marketing piece, postcards and Simpleview templates.
- Conduct a telemarketing sales blitz utilizing convention calendars from similar sized cities, Springfield's competitive set, EmpowerMINT, LinkedIn and other lead sources.
- Attend industry trade shows, marketplace and events as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 29 for a list of trade shows).
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and the reopening of Wonders of Wildlife.
- Continue to focus on the Top 50 Hit List of key prospecting accounts that were identified in FY16 and work with hotel partners, key staff and other agencies to determine action steps needed for each account on what it will take to bring these groups to Springfield.
- Host a quarterly Sales Awareness Committee meeting with hotel and venue sales representatives.
- Conduct an annual sales training activity with hotel and venue sales representatives.
- Create a meeting planners advisory group to seek input on sales activities conducted by the Sales Department. Invite local and non-local planners to participate in group discussions.
- Continue the annual familiarization tour to showcase Springfield. Utilize leads acquired from Integrated Media Marketing, DMAI and other sources to increase attendance.
- Encourage and conduct site visits for qualified convention and event planners.
- Develop a local "bring your meeting" to Springfield campaign using social media to target colleges and universities, government entities, medical institutions and other businesses.
- Use the Springfield Business Journal and Springfield News-Leader to identify local board members of associations and organizations that could have meetings in Springfield and work with the local members to bring the events to the city.
- Host local members of boards and committees to a lunch meeting in an effort to educate and promote Springfield as a convention destination.
- Encourage Missouri Division of Tourism and the Missouri Association of Convention & Visitors Bureaus to promote Missouri in a united effort at convention trade shows and marketplaces.
- Provide promotional incentives through Cvent.
- Invite meeting planners to an opening event for Wonders of Wildlife.

GROUP SALES, cont.

Group Sales Efforts

Objective B:

Through CVB sports sales efforts, book 17,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry related organizations such as NASC.
- Attend industry trade shows, marketplaces and events as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Establish a Local Organizing Committee and procedures for MSHSAA Basketball Championships to ensure a seamless transition.
- Continue to solicit emerging sports (ie. pickleball) and target sports (ie. archery and rifle).
- Work with the convention sales department to identify and solicit competitive festivals and events such as balloon festivals, car shows, etc.
- Enlist the assistance of convention sales staff to identify and solicit sporting events.
- Continue to provide exceptional service to existing sporting events to ensure rebooking.

Objective C:

Reduce the decline of group rooms as a percentage of total rooms in Springfield hotel properties during FY17.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Develop a plan to encourage delegates to book within the group hotel room blocks and educate hoteliers about managing group blocks for maximum pick-up.
- Develop financial sliding scale for establishing meeting/event planner incentives used to entice planners to choose Springfield as a host city.
- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Develop incentives to encourage planners to participate in site visits, such as offering limousine service and other VIP treatments.
- Utilize the new "Meet in Missouri" legislation (if approved by the legislature and signed by the governor) to attract out-of-state conventions and work with Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective D:

Assuming sufficient community interest, work with the city and travel industry to implement appropriate recommendations of the April 2016 Hunden Strategic Partners' Convention Competitive Assessment.

- Identify recommendations that are accepted by stakeholders and appropriate in phase I of the project.
- Investigate and identify incentives that may be offered to developers.
- Continue meeting with local hotel developers to determine interest in the project.
- Investigate changing the management contract for the Expo Center so the project is more attractive to developers and/or encourages more overnight travel.
- Identify competing cities with convention centers/complexes and consider hosting appropriate Springfield community leaders on site visits to those cities.
- Determine when the Fire & Police Pension Fund will be fully funded and identify public funding sources that could be used for the public portion of the project.
- Work with the city to create an appropriate RFP for developers interested in partnering with the city on the project.
- Assuming a developer is identified, work with the city to create a development agreement for the project.

GROUP SALES, cont.

Group Sales Efforts

Objective E:

Focus additional efforts on the group tour market in an effort to book overnight stops and attraction visits within the city.

- Attend Missouri Showcase, Bank Travel, American Bus Association and Travel South Showcase in partnership with the Missouri Division of Tourism.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Develop a new marketing campaign utilizing virtual reality or other technology to promote the opening of Wonders of Wildlife, Route 66, the new History Museum on the Square and other attractions to group travel planners and the FIT (individual travel) market.
- Add a Group Travel section to the website.
- Identify and retain existing group tours.

GROUP SALES, cont.

Trade Shows and Special Projects

Springfield CVB Convention & Sports - Trade Show and Special Projects Schedule - July 1, 2016 - June 30, 2017

Event	Location	Date	Hotel Participation	Participation Cost	Sales Manager
Joint Meeting Planners Trade Show	Jefferson City	July 12, 2016	Yes	TBD	Lisa Perez
Heartland Chapter/Professional Convention Management Association	Lake of the Ozarks	July 21 - 22, 2016	No	NA	Dana Maugans
Sports Commission 1 Awards	Springfield	July 26, 2016	NA	TBD	Lance Kettering
Telemarketing Sales Blitz	Springfield	August 1, 2016	Yes	No	Melissa Evans
Connect Marketplace	Grapevine, TX	August 25 - 26, 2016	Yes	\$1,095	Lisa Perez
Connect Sports	Grapevine, TX	August 25 - 26, 2016	No	NA	Lance Kettering
S.P.O.R.T.S	Overland Park	September 12 - 15, 2016	No	NA	Lance Kettering
CIC CMP Conclave	Baltimore	September 16 - 18, 2016	No	NA	Lisa Perez
Missouri Society of Association Executives Funfest	Jefferson City	September 19, 2016	Yes	TBD	Lisa Perez
Missouri Society of Association Executives Annual Meeting	Jefferson City	September 20, 2016	Yes	\$40	Lisa Perez
SEOPA (bid presentation and trade show)	Lakeland, FL	October 5 - 8, 2016	Yes	TBD	Dana Maugans
Rejuvenate	Orlando	October 25 - 27, 2016	Yes	\$1,095	Melissa Evans
Chamber of Commerce Business Expo	Springfield	November 3, 2016	No	NA	Dana Maugans
Missouri Society of Association Executives Education Workshop	Jefferson City	November 4, 2016	Yes	\$40	Lisa Perez
SpinCon	Ft. Lauderdale	November 13 - 15, 2016	No	NA	Lisa Perez
Society of Government Meeting Planners Extravaganza	Jefferson City	December 1, 2016	Yes	TBD	Lisa Perez
US Sports Congress	Ft. Myers	December 5 - 7, 2016	No	NA	Lance Kettering
Event Services Managers Association	Austin	January 6 - 8, 2017	No	NA	Carrie Edinborough
Professional Convention Management Assoc. (PCMA)	Austin	January 8 - 11, 2017	Yes	\$900	Dana Maugans
American Bus Association	Cleveland	January 14 - 17, 2017	No	NA	Dana Maugans
Missouri Natural Resources Conference	Lake of the Ozarks	February 3 - 5, 2017	Yes	TBD	Dana Maugans
Religious Conference Management Association	Chicago	February 7 - 9, 2017	Yes	\$625	Melissa Evans
Destination Showcase	Washington, DC	February/March 2017	Yes	TBD	Lisa Perez
Christian Meetings & Conventions Association	TBD	March-17	No	NA	Melissa Evans
National Association of Sports Commissions	Sacramento	March 26 - 30, 2017	No	NA	Lance Kettering
Conferencedirect	Baltimore	April 9 - 13, 2017	No	NA	Dana Maugans
Missouri Bank Travel	TBD	May 5, 2017	TBD	TBD	Lisa Perez
PCMA Heartland Chapter event	TBD	May 1, 2017	TBD	TBD	Dana Maugans
Convention Planner Familiarization Tour	Springfield	Spring 2017	Yes	TBD	Dana Maugans
Kansas City Meeting Planners International	Kansas City	May 1, 2017	TBD	TBD	Lisa Perez
Client Night at Hammons Field	Springfield	June 1, 2017	Yes	TBD	Dana Maugans
SGMP National Convention	Ft. Lauderdale	June 6 - 8, 2017	TBD	TBD	Lisa Perez

EVENT SERVICES

The CVB provides support services for groups meeting in Springfield, including pre-convention planning, area information, registration assistance, promotional materials, news releases, website access, city dignitary welcomes, name badges, shuttle service, centralized housing and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Provide exceptional service and exceed the expectations of meeting planners by providing event services tailored to groups working with the CVB.

- Post convention alerts to hotels, attractions and restaurants on the extranet to notify them of upcoming large conventions and events so they can properly staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link and encourage convention and sports groups to set up Twitter hashtags and tweet about the city and events.
- Offer the Springfield promotional video and/or other promotional tools in advance to groups that will meet in Springfield.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention months.
- Offer a local professional speaker's bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions and other businesses.
- When appropriate, attend events that have been booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in Event Services Professional Association.

OBJECTIVE B:

Provide exceptional housing bureau services to qualified groups.

- Utilize GroupMax Passkey for all housing groups and provide necessary training to CVB staff and meeting planners as needed.
- Host informational meetings for front desk employees, reservation managers and sales managers regarding Passkey for upcoming groups as needed.
- Utilize Passkey's pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will email surveys to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize an online survey tool to create and distribute surveys to all meeting planners one week following the conclusion of the event.
- Track responses and report results to appropriate facilities.

Objective D:

Continue utilizing the online meeting planning tool kit and add resources as they become available.

- As they become available, update the toolkit with new videos, custom postcards, logos, photos, web and email banners and a PowerPoint slideshow to promote attendance at upcoming events.
- Include information on how to plan a meeting and how to work with a CVB.
- Promote the tool kit to meeting planners.

TRAINING

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by appropriate professional organizations in their specific area of responsibility. All department heads have received Certified Destination Management Executive designation through the Destination Marketing Association International.

Objective A:

Continue to increase staff and volunteer knowledge by making available learning opportunities for all staff and volunteers.

- CVB department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and utilize them as mentors.
- Identify software training needs for individual staff members and utilize classes offered at area colleges and universities and the Springfield-Greene County Library system.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 50% of the staff is CPR certified.
- Participate in group webinars offered by Destination Marketing Association International, Simpleview, Missouri Division of Tourism and other industry organizations.
- Provide sales training for the group sales staff and partner development manager.
- Conduct staff-wide training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and/or utilizing other diversity experts.
- Send staff to appropriate training conferences and sessions throughout the year.
 - Send four staff members to the Governor's Conference on Tourism.
 - Send two people to the Destination Marketing Association International annual convention.
 - Send one person to ESTO.
 - Send one person to the MMGY Global DMO Think Tank.
 - Send one person to the Destination Marketing Association International Marketing Innovation Summit.
 - Send four staff members to the Missouri Association of Convention & Visitor Bureau's Annual Educational Conference.
 - Send two people to the Simpleview Users Conference.
 - Send one person to the Postal Customer Council Annual Conference.
 - Send one person to the PR News Social Media Summit.
 - Send one person to the PRSA International Conference.
 - Send one person to the Destination Marketing Association International Convention Sales Summit.
 - Send one person to the Event Services Professional Association.
 - Have sales staff enroll in educational sessions while at trade shows.
- Staff will be encouraged to obtain or maintain industry certifications.
 - The CVB management team will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destination Marketing Association International (DMAI).
 - Sales Managers will continue course work to maintain Hospitality Sales and Marketing Association International (HSMAI) Hospitality Sales Executive Certification and Convention Industry Council Certified Meeting Planner designation.
 - Sports Sales Manager will maintain National Association of Sports Commissions (NASC) Sports Event Executive Certification.
 - Interactive Media Manager will obtain a Professional in Destination Management designation from Destination Marketing Association International.
- Determine and address training needs for other staff members.

TRAINING, cont.

Staff & Volunteers

Objective B:

Continue to increase staff and partner knowledge and use of Simpleview CRM.

- Work closely with account team at Simpleview to ensure staff and partners are utilizing the capabilities of the system to the fullest and most efficient extent.
- Fully utilize the extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update online calendar of events, sign up for advertising/sponsorship packages and RSVP for CVB events.
- Conduct periodic member/partner training sessions to ensure partners are fully utilizing the extranet system.
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.
- Engage staff in conducting on-going training for hotels, attractions and other partners to learn how to use and update information in the extranet.

Objective C:

Maintain a Goodwill Ambassadors Program for Volunteers to assist with advertising/partner retention.

- Provide regular training sessions with all new volunteers and refresher sessions for existing volunteers about all there is to see and do in Springfield and educate them about new advertisers.
- Conduct regular training sessions for select CVB volunteers to educate them about CVB benefits so they can clearly communicate them to existing advertisers.
- Send Goodwill Ambassadors out during National Travel & Tourism Week to make personal calls with existing advertisers. Have volunteers report back to partner development managers about any necessary follow up needed after the calls.

TRAINING, cont.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. To that end, an online hospitality training program for frontline workers was developed called Discover SGF. The program is free for participants and is targeted to frontline hospitality workers, volunteers, CVB staff and residents of Springfield for the purpose of empowering them to increase overnight stays and guest satisfaction. Each video offers both customer service/hospitality skills training and destination awareness training in a series of 6-8 minute videos. The CVB has and will continue to partner with several local organizations to produce videos specific to applicable industries and training needs. More information can be found at www.DiscoverSGF.com.

Another video-based training program will also be developed for CVB advertisers to encourage them to take advantage of all member benefits and better promote their business to the travelling public through CVB marketing efforts.

Objective A:

Continue to develop the Discover SGF program by producing two videos and attracting at least 75 businesses and 500 total participants by June 30, 2017.

- Continue to invest in and promote the Discover SGF program to CVB advertisers, partners and other hospitality businesses in Springfield.
- Solicit sponsorships for a portion of the videos from community partners that also see value in hospitality training.
- Develop a video for the series in partnership with the Missouri State University Division of Diversity and Inclusion focusing on cultural sensitivity, diversity and inclusion.
- Update the Discover SGF program to include new facilities and attractions, as needed.
- Develop a plan to attract new partner businesses and employee participants for the program
- Refine current benefits and add additional benefits for participants and graduates of Discover SGF, as appropriate.
- Develop a communications strategy to keep participants engaged in the program and updated on changes after completion of the program.
- Offer the Discover SGF classes to new CVB staff and volunteers.

Objective B:

Develop a plan for educating CVB advertisers and Marketing Partners about benefits of membership.

- Send a welcome email to all new partners to introduce the CVB staff, explain partner benefits and the directions for logging into the extranet.
- Conduct regular Simpleview Extranet training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective C:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Offer quarterly "brown bag lunch training" programs on appropriate software programs and technology.
- Utilize CVB partners and vendors as guest speakers for industry training sessions throughout the year.
- Continue to promote the "Discover SGF" program to CVB advertisers, partners and other hospitality-related businesses.

ADMINISTRATIVE



Objective A:

Maintain accreditation through Destination Marketing Association International by submitting an annual report in December 2016.

- Complete necessary paperwork.
- Update processes to comply with other standards as required by the Destination Marketing Association International Accreditation Program.
- Staff will update the Standard Operating Procedures Manual for key functions of each position within the CVB annually.

Objective B:

Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2016 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, EmpowerMINT integration and Event Impact Calculator.
- Investigate utilizing Distribion to create group sales bid books and collateral materials, create e-mail marketing campaigns and other available services.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve office-wide efficiency.
- Determine the appropriate enhancements and improvements to incorporate into the CRM system.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue to upgrade the CRM as appropriate and attend all future Users Conferences.

Objective C:

Continue to implement the plan for an orderly succession to a new CVB president when the time is appropriate.

- Continue formal training of CVB vice president for all administrative duties currently conducted by the president.
- Continue training of the interactive media manager to take over all digital advertising and marketing functions by the end of the fiscal year.

Objective D:

Work as a member of the Hotel Tax Reallocation Committee to refine funding criteria, review applications and select projects that will have the greatest impact on generating overnight travel.

- Determine the amount available for matching grants.
- Review, revise and distribute funding criteria to prospective applicants.
- Meet with applicants to encourage appropriate projects that will positively impact overnight travel.
- Review applications and encourage committee members to select those applications that are most likely to succeed.

FUTURE MARKETING EFFORTS

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2016/2017 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations/Public Affairs/Membership

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for facilities recommended in the Convention Competitive Assessment and continue to work with the city and other organizations to identify needed convention and sports facilities.

Collateral Production/Advertising Sales

- Continue to seek out advertising partnerships and innovative revenue streams to increase private funding and to supplement the public hotel/motel tax funding.

Market Research

- The use of focus groups and other market research will be increased and conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Additional surveys such as creative focus groups, a PR Effectiveness, Social Media Influence and Convention/Sports Satisfaction surveys will also be included in annual CVB research plans.
- The CVB will utilize Simpleview Dashboard and DMAI's ARENA Destination Benchmarking Tool to the fullest extent possible to improve performance compared to other CVBs of similar budget and staff size.

Advertising

- Advertising partnerships will be expanded to include secondary attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital and Miscellaneous Marketing

- Utilize Virtual Reality or other emerging technology to communicate to media, tour operators, meeting planners and leisure visitors about new attractions and facilities in Springfield.
- Continue to enhance the downtown information center to become a Route 66 and Springfield area resource for visitors.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the Springfield News-Leader, 417 Magazine and others to promote "Local Deals" and attractions.
- Investigate the use of a CVB jingle or musical anthem to be used in local marketing campaigns and on the CVB website.
- Create a multilingual website that contains the most requested sections of the CVB's current website and is accessible by mobile data devices.
- Expand international marketing through opportunities offered by Brand USA.

FUTURE MARKETING EFFORTS, cont.

Intercept, Digital and Miscellaneous Marketing, cont.

- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a "Local Favorites" media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities and other local organizations with an interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a "live" staff person utilizing Web cams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps and other printed materials when the center is closed. The kiosk will also include space to promote upcoming events in the downtown district.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- Create a humorous video that represents Springfield well and has the potential of going viral.
- The CVB will facilitate the cross promotion of area attractions by various means through the Attractions Council, including the bundling of attraction tickets, joint advertising and promotional opportunities and development of a citywide attractions pass.
- A "Staycation" program will be developed to encourage visitation from within a 100-mile radius of the city.

Group Sales

- Have a local meeting planner workshop/seminar in conjunction with the chamber expo.
- Continue to submit bid proposals to outdoor writers groups in conjunction with Bass Pro Shops, highlighting the reopening of Wonders of Wildlife.
- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and held annually.
- The vacant group sales position will be filled.
- A virtual site visit (tour) will be developed for distribution to meeting and event planners considering Springfield as the host city for meetings or events and will be added to the CVB website.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- The CVB and Sports Commission will lead a visioning process to identify long-term goals for sports facility construction, sports marketing, sporting event development, and funding for the Sports Commission.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board to identify and develop needed sporting venues, taking into account sports facility development plans in Branson.
- Provide digital bid proposals to enhance the professionalism of the bid process.
- Conduct sales blitzes in designated cities with a targeted client list. Host dinners and programs in conjunction with the blitz.

FUTURE MARKETING EFFORTS, cont.

Convention Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- The CVB will maintain accreditation through DMAI's Destination Marketing Accreditation Program and will look for and apply for other applicable accreditation programs.
- The "Discover SGF" program will be expanded to include at least 1,000 frontline hospitality professional participants.
- Staff diversity training will be continued annually.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative/Other

- To better track expenditures by department, the CVB will implement the DMAI cost center accounting system or work with the City finance department to revise the existing chart of accounts.
- Continue to upgrade and maintain all equipment, hardware and software to the most current versions and standards by developing and following a technology plan.
- Add a volunteer section to website to help recruit volunteer positions and inform current volunteers about upcoming events, opportunities to serve and share photos.
- Video conferencing for CVB board and committee meetings will allow attendees to actively participate in all CVB meetings remotely.
- The CVB will advocate for the development of a convention complex until it is constructed or the need no longer exists.

**Springfield Convention and Visitors Bureau
Proposed Budget 2016/2017
RECAP**

Account Description	Account	Revised 2015/2016 BUDGET	Proposed 2016/2017 BUDGET	Variance	Percent Increase/ Decrease
REVENUE					
Room Taxes	401540	\$2,272,000	\$2,342,500	\$70,500	3.1%
Interest Earnings	410010	3,900	4,700	800	20.5%
Advertising Revenues	413010	368,845	375,000	6,155	1.7%
Co-op Revenue	416020	626,500	640,000	13,500	2.2%
Partnership Revenue	414110	20,000	20,000	0	0.0%
Miscellaneous Revenue	414100	73,595	75,175	1,580	2.1%
TOTAL REVENUE		\$3,364,840	\$3,457,375	\$92,535	2.8%
Fund Balance Transfer		\$0	\$0	\$0	N/A
GRAND TOTAL REVENUE		\$3,364,840	\$3,457,375	\$92,535	2.8%
EXPENSES					
PAYROLL					
FT Payroll	500110	\$915,690	\$954,650	\$38,960	4.3%
PT Payroll	500130	6,810	7,500	690	10.1%
Retirement	500210	87,085	97,200	10,115	11.6%
FICA	500250	63,365	64,650	1,285	2.0%
Health Insurance	500260	142,895	158,050	15,155	10.6%
Workers Compensation	500280	1,930	2,700	770	39.9%
TOTAL PAYROLL		\$1,217,775	\$1,284,750	\$66,975	5.5%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$2,815	\$3,000	\$185	6.6%
Automobiles	502040	5,755	5,750	(5)	-0.1%
Building Rental	505820	124,800	124,900	100	0.1%
Credit Card Fees	502070	5,200	5,650	450	8.7%
Data Processing	502140	1,890	2,050	160	8.5%
Dues and Subscriptions	502290	29,720	30,200	480	1.6%
Equipment Repair	502750	12,915	13,550	635	4.9%
Insurance Premiums	502230	9,955	12,800	2,845	28.6%
Minor Office Furn/Supplies	501190	325	1,200	875	269.2%
Misc. A & G	501260	10,785	11,275	490	4.5%
Office Supplies	501240	7,020	7,100	80	1.1%
Other Professional Services	504580	4,140	1,800	(2,340)	-56.5%
Postage and Freight	502220	6,090	6,600	510	8.4%
Printing and Binding	502380	1,000	1,200	200	20.0%
Telephone	505550	10,450	11,100	650	6.2%
Training Expense	504590	34,300	31,000	(3,300)	-9.6%
TOTAL ADMINISTRATIVE		\$267,160	\$269,175	\$2,015	0.8%
MARKETING EXPENSES					
ADVERTISING					
Ad Production	505010	\$134,400	\$133,700	(\$700)	-0.5%
Billboards	505020	0	0	0	N/A
Brochure and Printed Material	505030	79,735	96,300	16,565	20.8%
Direct Mail	505050	24,765	25,150	385	1.6%
Other Advertising	505060	537,850	631,000	93,150	17.3%
Print Advertising	505070	235,435	212,050	(23,385)	-9.9%
Radio and TV Advertising	505080	300,000	300,000	0	0.0%
TOTAL ADVERTISING		\$1,312,185	\$1,398,200	\$86,015	6.6%
TRAVEL	505690	\$37,055	\$44,100	\$7,045	19.0%
OTHER MARKETING					
Market Research	502470	\$37,145	\$58,750	\$21,605	58.2%
Group Incentives	502120	63,950	55,850	(8,100)	-12.7%
Entertainment	502200	5,650	5,500	(150)	-2.7%
Exhibition Fees	504640	39,400	42,900	3,500	8.9%
FAM Tour Expense	504650	14,885	17,050	2,165	14.5%
Misc. Marketing Expense	502280	218,395	178,000	(40,395)	-18.5%
Photo Processing	502360	0	0	0	N/A
Public Relations	502400	39,910	28,300	(11,610)	-29.1%
Speciality Items	504620	20,730	21,800	1,070	5.2%
Receptions	504660	1,150	3,400	2,250	195.7%
TOTAL OTHER MARKETING		\$441,215	\$411,550	(\$29,665)	-6.7%
TOTAL MARKETING		\$1,790,455	\$1,853,850	\$63,395	3.5%
CONVENTION SERVICES					
Misc. Convention Services	504540	\$11,940	\$13,500	\$1,560	13.1%
Shuttle Service	504610	2,200	2,800	600	27.3%
TOTAL CONVENTION SERVICES		\$14,140	\$16,300	\$2,160	15.3%
CONTINGENCY	502780	\$3,000	\$4,000	1,000	33.3%
CAPITAL EXPENSES					
Office Furniture and Equipment	508110	\$47,280	\$5,000	(\$42,280)	-89.4%
Computer Hardware	501220	10,930	3,200	(7,730)	-70.7%
Computer Software	501230	5,400	7,950	2,550	47.2%
Other Equipment	508170	1,700	6,150	4,450	261.8%
Destination Springfield	508220	7,000	7,000	0	0.0%
TOTAL CAPITAL EXPENSES		\$72,310	\$29,300	(\$43,010)	-59.5%
GRAND TOTAL EXPENSES		\$3,364,840	\$3,457,375	\$92,535	2.8%



Convention & Visitors Bureau

**2016/2017 MARKETING PLAN
ACTION PLANS**

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Marketing 7

Marketing functions include public relations; the marketing partnership program; advertising sales; design and production of all collateral material; digital, social and interactive marketing; national and regional advertising and promotion for all market segments; international leisure marketing and other miscellaneous marketing and communications efforts undertaken by the CVB for the purpose of increasing overnight travel to Springfield.

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Group Sales 24

The Group Sales Department of the CVB is responsible for generating group business for Springfield hotels/motels. Goals are established for the Sales Department for group room nights booked. In addition, the CVB tracks the number of sales calls made, leads generated, site inspections conducted, proposals prepared and presented, trade shows attended, familiarization tours conducted and other sales-related activities.

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ABOUT THE CVB

The Bureau Is...

- A non-profit 501 (c) 6 organization
- Committed to promoting and elevating Springfield's status for conventions, meetings, tour groups, sporting events and leisure travel
- Directed by a volunteer board comprised of 15 civic and business leaders
- Supported by a full-time staff of 19, part-time staff of two and nearly 40 volunteers

History

The Springfield Convention & Visitors Bureau was formed in 1979 as the hospitality arm of the Chamber of Commerce. The Bureau was incorporated independently as a not-for-profit corporation under the laws of the State of Missouri in 1989. The CVB is a marketing and service organization that contracts annually with the City of Springfield to promote economic development through travel and tourism.

Mission Statement

The Convention & Visitors Bureau serves as the primary marketing organization responsible for the development and implementation of marketing programs to ensure positive economic impact on the Springfield metropolitan area through steady growth of the travel industry.

The goal of the Bureau's efforts is to encourage the development of tourism and increase overnight travel and occupied rooms in Springfield metropolitan area hotel/motel properties. Continued growth will be realized by identifying and implementing marketing programs to the specified market segments of:

- I. Meetings, Conventions and Seminars
- II. Individual Leisure Travel, including Event Promotion
- III. Sporting Events
- IV. Group Tours

Vision Statement

The vision of the Springfield Convention & Visitors Bureau is to lead the area travel industry in promoting Springfield as a premier destination for leisure travelers and outdoor enthusiasts, a recognized and successful host city for meetings and conventions, and a prominent and respected venue for sporting events.

Core Purpose Statement

Improving the economic vitality of our community by asking others to visit, explore and enjoy the many things we enjoy daily.

Corporate Culture

The CVB corporate culture is based on freedom, fun and responsibility with the standard of employing and developing high performance individuals throughout the organization.

Brand Promise

As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of life's simple pleasures.

CVB Contact Information - www.SpringfieldMO.org

Route 66 Springfield Visitor Center - 815 E. St. Louis Street Springfield, Missouri 65806

(800) 678-8767; (417) 881-5300; (417) 881-2231 – fax

Airport Information Center - Springfield-Branson National Airport, Springfield, Missouri

CVB Staff Members

Administration

Tracy Kimberlin, CDME, President/CEO
Karen Smith, Finance & Administration Manager
Jennifer Holt, Finance & Administration Assistant

Marketing

Laura Whisler, CDME, Vice President
Sean Dixon, Interactive Media Manager
Adam McMullin, Interactive Content Coordinator
Susan Wade, Public Relations Manager
Steve Ross, Graphic Designer
Jane Rips, Partner Development Manager
Abby Terhark, Advertising Sales Assistant
Shelly Grauberger, Marketing Coordinator
Hubert Heck, Visitor Information Specialist
Pat Gray, Visitor Services Associate
Cindy Wasman, Airport Liason
Nearly 40 Volunteers

Group Sales

Dana Maugans, CDME, Director of Sales
Melissa Evans, CHSE, Sales Manager
Lisa Perez, CMP, Sales Manager
Lance Kettering, Sports Sales Manager & Executive Director, Springfield Sports Commission
Carrie Edinborough, Event Services Manager
Katie Johnson, Sales Assistant
Ashton May, Assistant Director/Membership Development, Springfield Sports Commission

CVB Board of Directors

Executive Committee

Brad Danzak, Chairman – Rolling Oaks Hospitality
Paul Sundy, Vice Chairman – English Restaurant & Event Management
Phill Burgess, Treasurer – John Q. Hammons Hotels & Resorts
Stephanie Hein, Assistant Treasurer – Missouri State University
Randall Blackwood, Immediate Past Chair

Board Members

John Acosta – Bass Pro Shops® Outdoor World®
Amy Austin – City Utilities
Bob Cirtin – Greene County
Gordon Elliott – Elliott Lodging
Lyle Foster – Big Momma's Coffee & Espresso Bar
Dee King – DoubleTree by Hilton Springfield
Matt Morrow – Springfield Area Chamber of Commerce
Collin Quigley – City of Springfield
Dan Reiter – Springfield Cardinals
Cara Walker Whiteley – Walker Hospitality Group

EXECUTIVE SUMMARY

The objectives and action plans that follow illustrate planned marketing activities for the 2016/2017 fiscal year. This is by no means a complete list of CVB activities and does not address administrative or many day-to-day responsibilities of CVB staff.

New and/or major projects included or planned for the 2016/2017 fiscal year are listed below.

- Staff will continue to pursue advertising sales and sponsorships to increase private revenue to fund marketing programs. Advertising opportunities will include CVB print publications, website and displays at the Route 66 Springfield Visitor Center, Springfield Expo Center and Springfield-Branson National Airport.
- The CVB will continue to partner with the Springfield-Branson National Airport as the exclusive advertising sales concessionaire and investigate new and innovative advertising revenue sources at the airport.
- Advertising efforts will again encourage partnerships with the local travel industry and the Missouri Division of Tourism to leverage the CVB's advertising dollars. Because of recent increases in the Missouri Division of Tourism's Cooperative Marketing Program, the CVB will be able to apply for \$430,000 in funding, down from \$580,000 in FY11 but up from the \$400,000 in recent years. Total advertising placed by the CVB and its partners will be nearly \$1.4 million and account for about 40 percent of the CVB's total budget.
- All marketing materials and promotional efforts will be transitioned to incorporate the new CVB brand and logo. The CVB will continue to invest significant resources into the production of new branded marketing campaigns for the leisure, convention and sports market in partnership with advertising agency MMGY Global.
- Continued efforts will be made to include more diversity in CVB marketing materials and within the staff and board. This includes hiring more diverse models for photo/video shoots and conducting staff sensitivity training with the Missouri State University Division of Diversity and Inclusion.
- Consumer advertising partnerships with Bass Pro Shops[®] Outdoor World[®], Wonders of Wildlife, Springfield Cardinals and the Missouri Division of Tourism will be continued and expanded.
- In anticipation of the opening of Wonders of Wildlife in FY17, staff will work with Bass Pro Shops and the museum/aquarium to develop a series of marketing and promotional opportunities to target interest in the facility from media, tour operators, meeting planners and leisure visitors.
- The use of online advertising, social networking sites (Twitter, Facebook, Instagram, etc.) and user-generated blogs and other websites such as Trip Advisor will be utilized to enhance the CVB's online presence and increase awareness of Springfield as a travel destination.
- Local, regional and national public relations will continue as a high priority to supplement the CVB's advertising efforts. Travel writer site visits will be encouraged and blogger familiarization tours will be continued.

EXECUTIVE SUMMARY

- Staff will continue and expand the One Jet Jaunts campaign, targeting potential visitors in each of the cities where Springfield has a non-stop flight. The campaign is a partnership with the Springfield-Branson National Airport.
- Other public relations efforts will include conducting press conferences to announce the booking of major conventions and events and using CISION software to the fullest extent by providing press release distribution, maintaining media contacts and monitoring clippings.
- CVB staff will inform the local legislative delegation of tourism issues and work with them, the Missouri Association of Convention & Visitor Bureaus and the Missouri Travel Council to increase the budget of the Missouri Division of Tourism and protect funding for the Cooperative Marketing Program.
- Tourism attractions and businesses located in Greene, Christian and Polk counties will continue to be included in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- The CVB's Annual Salute to Travel & Tourism Awards Banquet will be continued in early 2017 with a focus on the travel industry and CVB marketing efforts.
- Market research efforts have increased over the past several years and will continue to guide the CVB's marketing efforts. Most research is conducted online by obtaining email addresses of visitors or through focus groups. An annual Advertising Effectiveness Study will be completed and staff will investigate utilizing meeting planner surveys to better reach the leisure, meetings/conventions and sports markets.
- The CVB will continue to advocate for development of a convention complex on the lot adjacent to the Expo Center and Jordan Valley Car Park and support recommendations given in the Huden Strategic Partners' Convention Competitive Assessment.
- In addition to ongoing convention sales efforts to attract conventions of all sizes, SMERF (social, military, educational, religious, and fraternal) and association markets will be targeted.
- Other convention sales efforts include providing financial incentives for major groups to influence their decisions to convene in Springfield, continuing an incentive plan for new convention and sports bookings, increasing trade journal advertising to promote Springfield, subscribing to online meeting and sporting event planner databases and attending and sponsoring meeting and convention industry trade shows.
- The CVB will work with hotel partners to develop and execute another local convention cooperative marketing campaign targeting meeting planners. The campaign will be outside the scope of traditional advertising and may include direct mail or other unique promotions to garner the attention of highly targeted planners and generate interest in Springfield as a destination for meetings and conventions.

EXECUTIVE SUMMARY

- Continued emphasis will be placed on attracting amateur sporting events to the city. The CVB will manage and work closely with the Greater Springfield Area Sports Commission to attract events to Springfield and develop “owned” events to attract out-of-town teams. The CVB’s sports sales manager also serves as executive director for the Sports Commission.
- The CVB will continue to operate a visitor information kiosk at the Springfield-Branson National Airport and the Route 66 Springfield Visitor Center in the Jordan Valley Car Park. The center will continue to be themed “Route 66” and will be promoted in all collateral materials and on the CVB website as a place to learn about Route 66 history.
- The CVB will maintain accreditation through the Destination Marketing Association International Accreditation Program. In addition, all staff will be encouraged or even required to obtain certification in their field of expertise.
- The CVB will continue to invest in technology by continuing to use the Simpleview CRM and encouraging or requiring use of the extranet by CVB partners. The Simpleview system will be used to the fullest extent and will be integrated with many other vendor software programs.

Other marketing programs and projects may also be developed during the course of the year as opportunities arise. These programs and projects will be addressed in Quarterly Reports.

MARKETING

Branding

In FY15, the CVB conducted a comprehensive branding effort. The purpose of that effort was to craft a compelling new identity for the city of Springfield that

- establishes a distinctive and relevant brand personality,
- articulates a compelling and sustainable value proposition for visitors, and
- serves as a powerful filter for all investment, operational and marketing decisions for the CVB for years to come.

As a result of the branding development process, a positioning statement was created to act as a differentiator between Springfield and other travel destinations.

For those who embrace the virtues of a life well-lived. Springfield, Missouri is the pulse of the Ozarks; a thriving, regional hub for commerce and culture that celebrates hard work, freedom and homegrown values.

A brand architecture also was developed to guide all current and future communications strategies for the CVB.

BRAND ARCHITECTURE				
BRAND ESSENCE a distillation of brand positioning	BRAND VALUES code of behavior	BRAND PROMISE articulation of commitment to customers	BRAND EXPERIENCE product + service proof points that deliver against the promise	BRAND VOICE how the brand speaks
Life's Simple Pleasures	<ul style="list-style-type: none"> • Genuine • Hard-Working • Traditional • Family Friendly • Natural 	As the heart and soul of the Ozarks, our true nature is to help people celebrate friends, family and all of life's simple pleasures.	<ul style="list-style-type: none"> • Pulse Of The Ozarks • Gateway To The Great Outdoors • Classic Americana • Homegrown Innovation 	<ul style="list-style-type: none"> • Honest • Thoughtful • Casual • Warm • Virtuous



The logo that was developed in 2015 and released in 2016 will continue to be used in all CVB marketing efforts. All marketing pieces, including all advertisements, have been transitioned to the new brand messaging, logo and color palette.

MARKETING

Public Relations/Public Affairs

Objective A:

Generate at least 200 regional, national and international media placements featuring Springfield as a travel destination with an ad value equivalency of at least \$150,000 and 1,000,000 impressions.

- Develop and maintain an online media center that includes information for local, regional and national media.
- Organize and expand the photo and video library for use on the website, by journalists and in collateral materials.
- Maintain a press pass to allow free access to local attractions and events to be given to media for press visits and familiarization tours.
- Distribute news releases and calendar of events and pitch stories to keep media informed of developments and events in the area.
- Host site visits for at least fifteen qualified journalists to generate articles and awareness of the Springfield area as a travel and convention destination.
- Continue and expand the One Jet Jaunts campaign targeting potential visitors in cities where Springfield has a non-stop flight.
- Conduct travel writer familiarization tours with organizations such as Missouri Women Bloggers, US Family Guide bloggers, etc.
- Continue rapid response to media inquiries generated by CVB public relations efforts, the Missouri Division of Tourism, and other sources.
- Increase the Missouri Division of Tourism's and its advertising/public relations agencies' knowledge of the Springfield area by hosting a familiarization tour for key staff. CVB staff will also be encouraged to become more involved with the division by serving on committees, engaging their peers on the division staff and participating in division functions.
- Continue using CISION software for press release distribution, maintaining media contacts and the CVB clipping service to identify articles featuring information about Springfield and track advertising equivalency of those articles.
- Partner with Branson to identify opportunities to collaborate, including story pitches, hosting a familiarization tour for travel media, etc.
- Sponsor the Missouri Press Association's annual conference in Branson and encourage attendance at the Springfield conference in 2017.
- Participate in appropriate travel journalist associations and attend conferences to establish relationships with journalists with the intent of generating regional and national articles about Springfield.

Objective B:

Assist the staff and public relations agency for Wonders of Wildlife with development of a communications strategy for the opening of the museum/aquarium and generate positive stories about the opening of the aquarium and other outdoor assets available in Springfield.

- Identify outdoor travel media and related associations that would be interested in Springfield's outdoor destination assets and become members of the associations, as appropriate.
- Work with the convention sales department to identify outdoor travel media conferences that could meet in Springfield and assist with the proposal by offering pre/post familiarization tours, story ideas, etc.
- Attend trade shows for outdoor writer groups and pitch stories about the aquarium.
- Develop a unique promotion using technology, such as virtual reality, to generate interest in the facility and invite outdoor travel media to come to Springfield for familiarization tours surrounding the opening of the museum/aquarium.

Objective C:

Maintain a local public relations plan to increase local awareness of the CVB mission and its impact on the local community and generate at least 100 local news stories.

- Produce and edit content for a monthly newsletter-style blog and distribute to local media, travel industry and other interested parties via email.
- Seek out opportunities to speak to local organizations and on radio talk shows to promote awareness of the CVB mission and tourism in Springfield.
- Continue promoting a speakers bureau and provide at least ten public speaking appearances by CVB staff.

MARKETING, cont.

Public Relations/Public Affairs

Objective C, cont:

- Generate at least 100 local news stories through media contact, news conferences, press releases and conducting live TV and radio interviews.
- Host the Annual Salute to Travel & Tourism Awards Banquet in early 2017 with travel and tourism as the primary focus of the event.
- Conduct a State of the Travel Industry event highlighting tourism statistics, key events booked/hosted, CVB major projects, etc.
- Increase efforts to inform the area travel industry, media and state/local officials and their staffs, on the CVB's role in developing travel and tourism in Springfield and about planned marketing efforts.
- Meet with local public relations professionals to collaborate on local positive messaging strategies.
- Develop relationships with local news directors and reporters in order to ensure that they use the Springfield CVB as a resource for travel-related news stories.
- Build awareness of the CVB mission and activities through increased involvement and membership in appropriate organizations and on local boards or committees.
- Work closely with CVB sales staff to provide support and services for conventions and events by assisting with press releases, media lists and other public relations needs.
- Provide assistance and training for CVB staff to assist them with handling media interviews and requests.
- Conduct press conferences when select conventions and sporting events are booked or major advertising campaigns are initiated.
- Increase local promotion of the CVB and travel industry during National Travel & Tourism Week.
- Work with local colleges and universities to promote the CVB website, coupons and Visitors Guide.
- Continue to advocate for development of a convention complex on the lot adjacent to the Expo Center and Jordan Valley Car Park and support recommendations given in the Hunden Strategic Partners' Convention Competitive Assessment.
- The CVB will continue to participate in the reallocation of the hotel tax previously provided to Wonders of Wildlife. Grants will be distributed to successful applicants who can illustrate their capital projects will positively impact overnight travel.

Objective D:

Support travel industry efforts to increase the budget of the Missouri Division of Tourism in order to provide more promotion of Missouri and to protect the Cooperative Marketing Program.

- Maintain a legislative plan to educate new and existing legislators of the impact of tourism and other key industry issues and assist constituents in contacting legislators to inform them of pertinent issues.
- Increase communication with legislators while they are in Springfield.
- Monitor changes in the state legislature that could affect issues impacting tourism, including Missouri Division of Tourism funding, and respond appropriately.
- Work with the Missouri Association of Convention & Visitor Bureaus, Missouri Travel Council and the Missouri Hotel Lodging Association to develop a strategy for increasing the FY18 budget.
- Arrange a luncheon in early December and prior to the start of the legislative session with the area legislative delegation to communicate the legislative strategy.
- Communicate the strategy to the Salute to Missouri Legislators coalition and incorporate the strategy into their legislative priorities.
- Participate in the planning and execution of the Salute to Missouri Legislators.
- Participate in legislative activities offered by other organizations such as the Chamber's Legislative Breakfasts and Capitol Days for Tourism with Missouri Travel Council and strongly encourage board members and other constituents to attend.
- Conduct legislative visits in Jefferson City as appropriate to the legislative strategy and the current legislative climate.

MARKETING, cont.

Public Relations/Public Affairs

Objective E:

Continue efforts to increase City and County Government understanding of who the CVB is, what the CVB does and why it is important.

- Conduct CVB orientations for new City Council members, County Commissioners and appropriate city and county leadership.
- Develop a printed leave-behind piece that explains who we are, what we do and why it is important.
- Hold regular meetings with appropriate city and county staff on CVB activities and priorities.
- Encourage the use of CVB staff as an expert resource in all matters pertaining to the travel industry.
- Present an annual “State of the Industry” at a city council luncheon or breakfast to inform city council and staff about key priorities of the travel industry, recent successes and how they can assist in future development of tourism resources.

MARKETING, cont.

Collateral Production/Advertising Sales

The Marketing Department is responsible for production of all CVB collateral materials for the purpose of informing potential visitors about Springfield and creating revenue to be used to generate inquiries and visitors.

Objective A:

Produce collateral materials for the purposes of informing potential visitors about Springfield and generate at least \$130,500 in revenue.

Produce the following collateral pieces in-house:

- 2017 Springfield Visitors Guide (150,000 quantity) by January 1, 2017, to promote the leisure travel market. The 2017 guide will be a new format, designed as an 8.5" x 11" magazine-style book. The guide will include listing grids, display ads, editorial and coupons for attractions, restaurants, retail and lodging facilities. The guide will be distributed by mail to visitor inquiries, in local and state information centers, local businesses and to convention/event attendees.
- Poly-tote Bags (6,000 quantity) by June 30, 2017. These bags are given to attendees of meetings, conventions and sporting events, upon request.



Objective B:

Continue partnership with the Springfield-Branson National Airport as the exclusive advertising sales concessionaire, generating at least \$124,000 in advertising revenues.

- Obtain advertising commitments for airport litewall, digital and banner advertising throughout the terminal, focusing on multiple-year contracts when possible.
- Work with airport staff to develop new and innovative advertising revenue sources at the airport.

Objective C:

Generate at least \$120,500 in revenue through CVB website and other advertising sales.

- Obtain advertising commitments for website enhanced listings, links and banners.
- Continue to utilize Google Analytics website advertiser tracking software to provide up-to-date traffic counts to participants.
- Obtain commitments for advertising displays for transparencies in the Route 66 Springfield Visitor Center and the Springfield Expo Center.
- Pursue new private funding sources and sponsorships with the goal of becoming less dependent on the lodging tax.

Objective D:

Produce promotional materials for the purposes of informing local residents, business owners and government agencies about what the Springfield CVB is and does for the Springfield community.

Produce the following promotional pieces in-house:

- 2016 Tourism by the Numbers (400 quantity) by February 1, 2017. This piece is designed to highlight results from the previous year's marketing and sales efforts and is produced for distribution at the CVB's annual banquet in February 2017.
- 2017 Annual Banquet Invitations (1,000 quantity) by January 2017.
- What Is the CVB? (1,000 quantity) by June 30, 2017. This piece is designed to inform local residents, business owners and government agencies about what the CVB does and its impact on the local economy.
- State of the Industry Video by February 1, 2017. The video is designed to inform the local business community about the impact of travel and tourism on the local economy. The video will be launched at the annual banquet and used throughout 2017 in presentations about what the CVB does.

MARKETING, cont.

Regionalism & Partnerships

Objective A:

Coordinate programs that will benefit Springfield’s efforts to become a regional tourism hub and generate at least \$20,000 in Marketing Partnership revenues.

- Provide a marketing partnership program for attractions, restaurants and retail establishments in Barry, Barton, Cedar, Christian, Dade, Dallas, Douglas, Greene (outside of Springfield), Jasper, Laclede, Lawrence, McDonald, Newton, Ozark, Polk, Stone, Taney, Webster and Wright counties. Select attractions outside the Marketing Partnership region will be allowed to become a partner with prior approval of the CVB Board of Directors. Accommodations within the Metropolitan Statistical Area of Christian, Dallas, Greene, Polk and Webster counties are eligible for the marketing partnership program. This program provides a variety of advertising, public relations and networking benefits to partners.
- Provide an overflow program for accommodations in Laclede, Stone, and Taney counties. Partners in this program will be placed on a priority list for convention and sports overflow along with accommodations that are full marketing partners.
- Provide a brochure distribution program for businesses outside the marketing partnership region. Partner brochure availability will be monitored in both tourist information centers operated by the CVB, and the partners will be contacted when supplies are low.



Objective B:

Encourage attraction and destination marketing organization partnerships.

- Host monthly meetings of the Attractions Council for the purposes of developing and implementing cross-promotional and cooperative advertising and marketing ideas.
- Meet regularly with staff from the Branson/Lakes Area Convention & Visitors Bureau and other area chambers of commerce and convention and visitor bureaus to investigate research, marketing and other partnership opportunities and implement as appropriate.
- Attend the Governor’s Conference on Tourism and Missouri Association of Convention & Visitors Bureau’s annual conference and other industry events, as appropriate.

MARKETING, cont.

Market Research

Market Research is developed through ongoing programs, including zip code analysis generated from direct inquiries. The CVB also contracts with research firms to conduct specific market research projects. In addition, research conducted by the Missouri Division of Tourism, MMGY Global and others is used in the development of the CVB’s marketing strategy.

Objective A:

Continue to refine and improve all research efforts.

- Continue to contract with a market research consultant to review existing primary and secondary research and recommend additions and revisions.
- Conduct a Marketing & Media Effectiveness Study for the spring 2016 advertising campaign. Key Performance Indicators from the 2015 campaign study are listed below.

Springfield, MO FY 2015 Marketing & Media Effectiveness Key Performance Indicators

The Springfield CVB’s FY 2015 Marketing Campaign generated 110k incremental trips to the Springfield area that would not have occurred had the campaign not been in place.

With a media investment of \$800k for FY 2015, the cost per aware household was just \$0.11—very efficient by travel industry standards. The return on investment was also excellent at \$73—20% higher than the last measurement in FY 2011.

Key Performance Indicator	FY 2015	FY 2011	Variance	H2R Norm*
Aided Awareness	38.7%	39.7%	-1.0%	32.6%
Incremental Visitation	+1.5%	+1.3%	+0.2%	+5.0%
Incremental Trips	110k	106k	+4k	+191K
Incremental Revenue	\$58.7M	\$62.9M	-\$4.2k	\$25.9M
Media Investment	\$800k	\$1.0M	-\$200k	\$376k
Cost/Aware Household	\$0.11	\$0.12	-\$0.01	\$0.44
Return on Investment	\$73	\$61	+\$12	\$76

*The H2R Industry Norm is derived from destinations across the U.S. with media budgets of less than \$1.0M

- Conduct a digital communications audit and online website focus groups to guide digital marketing efforts in FY17.
- Conduct a regular zip code analysis to determine points of origin for visitors to Springfield.
- Educate the hospitality industry of the benefits of research and encourage participation of the industry in CVB research projects, as applicable.
- Utilize travel research libraries available through MMGY Global, Destination Marketing Association International, Travel & Tourism Research Association, Missouri Division of Tourism, Missouri Association of CVBs and others to supplement CVB research.
- Conduct a meeting planner survey and focus groups in partnership with the Branson CVB.
- Utilize the Event Impact Calculator from Destination Marketing Association International to track and determine estimated economic impact of groups meeting in Springfield.
- Partner with the Branson/Lakes Area Convention & Visitors Bureau, Springfield Area Chamber of Commerce and other local partners on research projects, as appropriate.

Objective B:

Obtain hotel occupancy and average daily rate information from at least 85% of available rooms on a monthly basis.

- Continue to obtain statistical information from hotels and solicit new participants.
- Increase participation in optional statistics with assistance from the Springfield Hotel Lodging Association.
- Assess contribution of sports to overall market mix and react appropriately.

MARKETING, cont.

Market Research

Objective C:

Obtain website statistics for niche markets and advertising effectiveness utilizing Google Analytics.

- Place tracking codes on each CVB URL used to track specific campaigns.
- Measure total website traffic, time on site, bounce rates, geographic origin of traffic and other website statistics.
- Using information gathered in the Marketing & Media Effectiveness Study, assign a potential visitor spend for each inquiry received through the website and digital marketing efforts.
- Generate monthly reports to guide development of new marketing campaigns.

Objective D:

Conduct research of all CVB constituents to assess perceptions of the CVB, its current marketing efforts, and overall performance and utilize this information in conjunction with the CVB's Strategic Plan update.

- Based on information obtained in the update of the Strategic Plan, design the research instrument and place on the CVB's website.
- Email a link to the survey to all CVB constituents.
- Compile and evaluate survey results.
- Incorporate appropriate results and/or recommended action from the survey into the CVB's marketing efforts, operations and Strategic Plan.

Objective E:

Utilize the Simpleview Dashboard to create and distribute real-time reporting for board, senior staff, stakeholders and others by December 31, 2016.

- Work with Simpleview to identify which dashlets are necessary and link the data sources required to feed the dashlets.
- Post links to the dashboards on the Simpleview Extranet, in board reports and quarterly reports.

Objective F:

To assist in assessing CVB performance, research and subscribe, if appropriate, to DMAI's ARENA Destination Benchmarking Dashboard.

- Subscribe to the complimentary benchmarking dashboard.
- Investigate other optional modules and subscribe if appropriate.
- If appropriate, change staff board reports to reflect metrics measured by the dashboard.

MARKETING, cont.

Intercept Marketing

The Route 66 Springfield Visitor Center continues to serve visitors to Springfield, many of which are specifically interested in Route 66 travel. Numerous improvements have been made recently to the center, including a new exterior sign installed in 2014. In addition, the CVB continues to operate the information kiosk at the Springfield-Branson National Airport that is located in the baggage claim area of the terminal and recently installed an interactive kiosk at the airport to assist visitors with travel planning. These centers allow the CVB to intercept visitors traveling in Springfield and those headed to other destinations, or those traveling Route 66, to encourage incremental travel to Springfield. More than 40 volunteers assist with visitor information packet fulfillment, staffing hospitality tables for convention and sports groups and greeting of visitors at the information centers.

Objective A:

Assist and provide Springfield area information to 30,000 travelers at both CVB information centers.

- Continue enhancing the Route 66 Springfield Visitor Center by updating displays with historical information, producing a Route 66 video and continuing to offer Route 66 souvenirs for sale.
- Install an interactive tablet computer in the Route 66 Visitor Center's juke box to be used as a kiosk to find local information, access the web site and send digital postcards from Springfield.
- Maintain an interactive kiosk at the Springfield-Branson National Airport to assist visitors when the center is not staffed by CVB volunteers.
- Maintain Missouri Welcome Center Affiliate status through the Missouri Division of Tourism.
- Continue partnering with organizations such as Pioneer Advertising to acquire billboards throughout the city promoting the Route 66 Springfield Visitor Center, events and attractions in the city.
- Distribute a regional brochure with a detailed map highlighting Route 66 destinations in southwest Missouri.
- Work with the Missouri Division of Tourism and Missouri Life Magazine to produce a statewide Route 66 map and publication for distribution at points along the Missouri route and in other states along Route 66.
- Work with the Branson CVB and local attraction partners to develop an "Ozarks VIP Pass" with discount admission to multiple attractions in both communities.
- Continue to sell souvenirs with CVB and Route 66 branding.

Objective B:

Develop a comprehensive plan to intercept travelers visiting Missouri.

- Distribute at least 30,000 visitor guides for rack display to advertisers, partners and visitor centers throughout Springfield, southwest Missouri, state visitor centers and key cities in bordering states.
- Utilize CTM Brochure Distribution to distribute visitors guides on the I-44 corridor from St. Louis to the Oklahoma border and on Missouri 13 from Kansas City to Springfield.
- Promote the Route 66 Springfield Visitor Center and Springfield's other assets at information centers throughout Missouri and bordering states.
- Encourage the Springfield travel industry to increase listing submissions for the Missouri Vacation Planner and advertise in the publication.
- Utilize geo-fencing technology to serve ads to potential visitors traveling on Missouri 13, Interstate 44 and US 65 and visiting Branson.

MARKETING, cont.

Digital Marketing

Marketing efforts to attract the consumer travel market include digital programs through search engine marketing, online banner and rich media advertising, content creation and the CVB's website, blog and social media channels. Active participation in social media sites makes Springfield more visible when people search the Internet for things to do and places to travel. Enhancements to the site will also be continued in an effort to better reach potential visitors.

Objective A:

Maintain the CVB's websites utilizing updated technology and online marketing to generate more than 1,000,000 visitor sessions and attract visitors to Springfield.

- Take a mobile-first approach (design for mobile and tablet before designing for desktop applications) when designing CVB websites and other digital assets.
- Maintain a fully-responsive design for the CVB website, including utilizing the new brand.
- Stay engaged in emerging website trends and apply them to the site, when appropriate.
- Continue to maintain the Springfield Area Sports Commission website and make aesthetic and functional changes as necessary.
- Maintain the online calendar of events while ensuring the calendar is accurate, up-to-date and thorough with all partner events.
- Utilize Google Analytics to track website traffic and advertising effectiveness by campaign.
- Increase participation in Missouri Division of Tourism Search Engine Marketing (SEO) Campaign utilizing Google Ad Words.
- Register new website addresses and renew current ones to use in advertising campaigns to track individual advertising response to the website.
- Continue to provide an opportunity for meeting/event planners to submit RFPs online directly to group sales staff.
- Provide opportunities for attendees to request visitor information through convention services contacts prior to arrival.
- Enhance website advertiser listings with photo galleries, interactive maps, 360-degree tours and/or video options.
- Use website banner ads to promote different areas of the site.
- Continue to discuss and recommended additional changes and improvements to the website and other technology issues during staff meetings and meetings with the local travel industry.
- Create category-specific content for all areas of the site, focusing particular attention on coupons, itineraries, partner listings and calendar of events.
- Develop new sections of the site for Local Advocacy, International Visitors, Minority-owned Businesses, Media/Press Room and Volunteer Recruitment.
- Utilize outside website developers to assist in implementation of website projects and ideas throughout the year.



Objective B:

Create an e-mail marketing campaign targeting potential and return visitors to Springfield and maintain an open rate average of at least 20%.

- Develop a plan to acquire new email addresses utilizing organic methods and paid email database subscriptions.
- Encourage subscription to email promotions and execute at least 52 seasonal email campaigns. Also distribute event and niche market promotions as appropriate.
- Develop an email campaign to reach local constituents and keep them informed of advertising opportunities, groups coming to the city and other pertinent information.

MARKETING, cont.

Digital Marketing

Objective C:

Develop a comprehensive content strategy, utilizing research from an outside vendor, in an effort to obtain large amounts of multipurpose content (ie. articles, photos, videos, podcasts, etc.) that can be used across a variety of channels.

- Continue to improve the online photo gallery to be more user-friendly and easier for staff to maintain.
- Update professional videos for the leisure, sports and convention markets with new branding. The videos will be used in sales presentations, online advertising pre-roll, on the CVB website and YouTube.
- Create video b-roll reels for media and develop an online video library to organize video content.
- Create an additional eight True Talk online videos featuring Springfield business owners/managers.
- Create a photo/video asset coop program with CVB advertisers/partners to obtain new quality images featuring diverse people enjoying Springfield's tourism assets.

Objective D:

Utilize a variety of social media services to maintain relationships with constituents, encourage overnight travel, increase repeat visits to Springfield and drive traffic to the CVB's main website. Social efforts should generate at least 3 million engagements and 40% organic reach.

- A social media plan will be developed to integrate all social messaging and provide a framework for outlining of goals to provide a clear return on investment (ROI).
- Rebrand the CVB industry blog and social channels (currently Issues & Info) and continue to use the platform to share tourism-related issues important to the community, CVB projects and upcoming conventions and events and encourage constituents to read and/or subscribe to the blog.
- Work with outside guest bloggers to provide unique niche content to the CVB blog and social media efforts.
- Refer at least 8% of traffic to SpringfieldMO.org from social media postings.
- Merge all leisure social channels under the LoveSpringfield banner. Increase following to over 100,000 for Facebook, 15,000 for Twitter, and 15,000 for Instagram. Reboot Pinterest as a LoveSpringfield account.
- Achieve a 10% engagement rate across all social channels.
- Work with the Springfield Area Chamber of Commerce and other partners to develop an integrated social strategy highlighting interesting local stories and photos.
- Monitor mentions of Springfield on various social media and reply as appropriate to questions or comments from visitors.
- Utilize Trip Advisor and other user-generated content websites to monitor Springfield's position and respond to negative comments and questions.
- The CVB will monitor and share news stories and blog posts about local attractions, events and tourism-related issues on all social channels.
- Continue to utilize the CVB's digital channels to reach incoming meeting/event social media channels to promote attendance, welcome the groups to Springfield and inform them about all that Springfield has to offer while they are in town.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

CVB advertising efforts are significantly focused on the consumer travel market segment. A small campaign targeting meeting, convention and sports planners is used primarily for branding purposes and to keep Springfield in the minds of planners, while the majority of resources targeting these markets are focused on trade show participation and direct sales.

Each year the CVB applies for matching funds for marketing projects through the Missouri Division of Tourism. The Promote Missouri Fund (formerly Cooperative Marketing Program) provides cooperative marketing opportunities for destination marketing organizations in Missouri. For FY17, the CVB has applied for \$430,000 from the Marketing Matching Grant program that provides funds for up to 50% of the total costs of the approved project. Each submitted project is graded by evaluators and projects assigned a pass/fail grade. If awarded the funds, the CVB will conduct a more than \$1 million multi-channel media advertising campaign with partners MDT, Bass Pro Shops/Wonders of Wildlife and the Springfield Cardinals. These partners allow the CVB to stretch its advertising dollars for both the CVB and its partners, providing Springfield a stronger impact on tourism advertising than the CVB could make by acting alone. Project implementation is contingent upon approval and subsequent state funding.

In addition to the Marketing Matching Grant program, the Missouri Division of Tourism developed a new program in FY15 called the Cooperative Marketing Initiatives. Through the program, MDT buys down the costs of print and digital coop inserts and offers the ability for destination marketing organizations (DMO) to participate in these highly subsidized cooperative programs.

The CVB continues to partner with advertising agency MMGY for assistance with strategic media planning, placement and creative execution. MMGY acts as an extension of CVB marketing staff and will assist, as needed, with implementation of marketing strategies. The CVB will continue to put an increased effort on recruiting diverse talent to showcase in its marketing materials. Staff will work with the marketing committee of the board and the Division of Diversity and Inclusion at Missouri State University to periodically review marketing materials to ensure they are featuring diverse talent and showcasing Springfield as a welcoming community to visitors from diverse backgrounds.

The new branding initiative that launched in FY15 will guide the development of future advertising campaigns featuring “Life’s Simple Pleasures.” The following campaign statement identifies the emotional core for which the campaign will be based.

Of all of life’s simple pleasures, being true to yourself is the greatest.

It’s knowing who you are and doing the things you love with the people you love. And while this sounds simple, it’s actually quite difficult. It doesn’t necessarily come easy. It takes effort, thought and dedication. Springfield has figured this out. A metropolitan city that still feels like a small town. A place where you can make a difference. Progressive, but rooted in something wonderfully comfortable and familiar. A place that hasn’t forgotten it’s the small things that make life big and full.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

ADVERTISING SAMPLES

Print

All advertisements will feature a single element found within the brand experience categories identified in the brand architecture on page 7 of this document. Although additional photo assets will be collected during FY17, the following print ads are representative of the type of ads that may be use in the FY17 campaign.



Bass Pro Shops – “Gateway to the Great Outdoors”



Lake Springfield – “Gateway to the Great Outdoors”



Route 66 – “Classic Americana”



Route 66 – “Classic Americana”



Mother's Brewing Company – “Homegrown Innovation”



Metropolitan Farmer – “Pulse of the Ozarks”

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

ADVERTISING SAMPLES

Digital

The [True Talk](#) campaign, developed in FY16, proved to be very successful in generating interest in the Springfield area. With more than 300,000 social media and rich media impressions, 150,000 video views and 5,200 social interactions (shares, likes, comments), this campaign will be continued and expanded in FY17. A significant increase in both financial and other resources will be allocated to production of campaign creative in an effort to increase the quality, professionalism, diversity and ultimately the effectiveness of the CVB's advertising efforts.

The screenshot displays the Springfield True Talk website. At the top, a navigation bar includes links for Discover, Things to Do, Shopping, Dining, Festivals, Lodging, Events, Coupons, Blog, Metrics, Visitors Data, Newsletters, and Search. The main header features the Springfield logo and the text 'PRESENTS TRUE TALK'. Below this is a navigation menu with 'Home' and 'True Talk'.

The main content area is titled 'True to Life. True to Us.' and contains a paragraph: 'There are so many reasons why people love Springfield – its small town charm with a big city vibe, its famous local cuisine, its thriving sports scene and prospering local business community – just to name a few. In this "True Talk" video series, Springfield business owners/managers and residents talk about why they love Springfield – and why you will too.'

A green banner for 'FREE SHIPPING ON ORDERS \$50+' is displayed. Below this is a grid of video thumbnails, each with a 'TRUE TALK' overlay. Each thumbnail is accompanied by a title and a short text description:

- Dickerson Park Zoo**: Springfield's Dickerson Park Zoo opened its doors in 1922 and has remained true to its roots ever since. Zookeepers here make it a point to interact with the public and ensure a memorable experience. It's an intimate zoo complete with behind the scenes tours, animal paintings and even tiger and giraffe feedings – a zoo with opportunities like nowhere else.
- Elle's Patisserie**: Elle's Patisserie is quintessential Springfield – inspired locally and prospering. Elle started by creating delicious specialty chocolates, candies and cookies and giving them away. Now, she sells them to locals and visitors alike and is proud to call Springfield home.
- Farmers Market of the Ozarks**: Farmers Market of the Ozarks is unique to Springfield, drawing vendors to the Queen City from a 150 mile radius of town, covering the entire Ozark region. It's the only market in town where you can grab a Bloody Mary from an Ozark distillery, sip a cup of local coffee and purchase local produce all in one place.
- Gilardi's Ristorante**: Gilardi's Ristorante is a downtown Springfield icon 18 years and counting. By sourcing their food locally, they provide fresh Italian meals and support local farmers at the same time. Gilardi's adds to a bustling downtown complete with similar restaurants, a boutique hotel and exciting night spots.
- Leong's Asian Diner**: The one that started it all – Leong's Asian Diner – invented the now famous Springfield-style Cashew Chicken here decades ago. David Leong, the creator of the original recipe has been called the godfather of Cashew Chicken. The Leong family says they are proud to call Springfield home.
- Crosstown Barbecue**: Crosstown Barbecue is unique to Springfield because it's really the only Kansas City-style barbecue in town. You're not going to find another restaurant in town that can match the atmosphere at Crosstown. It's about friendship, love and good food.
- Springfield Cardinals Baseball**: The Springfield Cardinals say they have the best fans in minor league baseball. There's such a pride in Springfield for Cardinals baseball and they only add to the fact that Springfield is a fun place to work and play.
- Big Momma's Coffee & Espresso Bar**: Big Momma's Coffee and Espresso Bar is anyone's home-away-from-home on Springfield's historic Commercial Street (C-Street). A staple on C-Street for almost a decade, Big Momma's represents everything that is interesting and unique about Springfield's booming small business community. Built on family, friends, good food and excellent coffee, Big Momma's is the perfect compliment to the relaxed, slower-paced atmosphere the city has to offer.

At the bottom of the page, there is a call to action: 'Request a Free 2016 Visitors Guide Now.'

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

LEISURE ADVERTISING

Objective A:

Generate at least 35,000 tourist inquiries and more than 1,000,000 website visitor sessions through consumer market advertising efforts.

- Develop a magazine and digital schedule and a broadcast flight plan.
- Work with partners to develop and implement a promotional campaign in select target cities.
- Continue targeting St. Louis Cardinals baseball fans on the Cardinals Radio Network.
- Continue the True Talk video-based online marketing strategy and expand other digital marketing programs, including increased emphasis on search retargeting.
- Continue and expand the One Jet Jaunts campaign targeting cities where Springfield has non-stop flights.
- Utilize a targeted email marketing campaign to support the consumer market advertising campaign.
- Utilize newly acquired photo/video assets to update advertising creative featuring the new museum/aquarium at Bass Pro Shops and make a concerted effort to include more diverse photos and videos in all marketing materials.
- Track inquiry responses utilizing the Simpleview database.
- Obtain approval for each ad from the Division of Tourism.
- Place all advertising as specified in the Promote Missouri Fund's Cooperative Marketing Initiative and Marketing Matching Grant programs.
- Incorporate tourism attractions and businesses located in Greene, Christian and Polk counties in CVB marketing efforts and fulfillment materials as required by the Cooperative Marketing Program countywide designation.
- Measure the results of the project quarterly and annually as required by the Missouri Division of Tourism.

Objective B:

Develop partnerships to assist with CVB advertising efforts, generating at least \$1,020,000 from partners.

- Generate \$195,000 in cooperative advertising partnerships with local hotels and attractions.
- Generate \$395,000 in advertising sales and partnerships with local attractions, restaurants, hotels and retail shops.
- Apply for \$430,000 in Missouri Division of Tourism Promote Missouri Fund's Marketing Matching Grant program.
- Participate in the Missouri Division of Tourism's Cooperative Marketing Initiative Program and offer partnership opportunities to Springfield attractions.

Objective C:

Partner with Brand USA and the Missouri Division of Tourism to develop targeted international marketing campaigns.

- Work with Brand USA to identify points of interest in Springfield of interest to international visitors.
- Coordinate a photo/video shoot with Brand USA production crew and produce at least one video for VisittheUSA.com and the CVB website.
- Identify other available international marketing opportunities available through partnerships and participate, where appropriate.

MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

CONVENTION/SPORTS ADVERTISING

Objective A:

Build awareness of Springfield as a convention and sporting event destination by placing at least \$42,000 in advertising.

- Develop a media plan targeting the meeting/convention and sports market.
- Create new print and digital advertisements utilizing new CVB branding and featuring Springfield meeting facilities.
- Submit advertising creative to publications and websites for the meeting/convention and sports market, including a mechanism for tracking responses.

The following ads were used in FY16 Convention/Sports Advertising Campaigns and although creative will be revised for FY17, they are representative of the types of ads that may be placed to promote Springfield as a premier destination for conventions, meetings and sports.



MARKETING, cont.

Advertising Campaigns & Cooperative Marketing

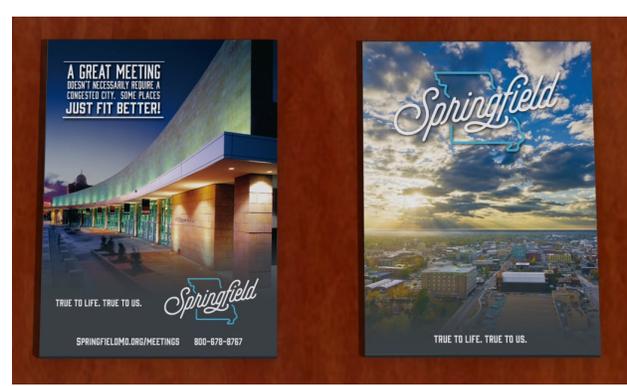
CONVENTION/SPORTS ADVERTISING, cont.

Objective B:

Develop partnerships to build awareness of Springfield as a convention and sporting event destination that generate at least \$15,000 in revenue to develop other event marketing programs.

- Secure commitments from hotel and facility partners for participation in the local convention cooperative marketing program.
- Work with MMGY Global and hotel partners to develop a marketing program targeting meeting planners.
- Subject to approval by the hotel partners, utilize Integrated Marketing Media to distribute four unique e-postcards and a printed newsletter to all of their subscriber databases. This will include the SMERF Special Markets, The Qualified Planner, Independent Advantage and Livestock/Agriculture.
- Execute the plan and follow up with meetings planners to gauge interest in Springfield and invite them to visit Springfield for site visits.

The following images showcase the local convention coop program that was planned and executed in FY16. Although there will be a new campaign with new creative for FY17, this is representative of the type of creative assets that could be developed as part of this program.



GROUP SALES

Market Segments

The 2016/2017 group room night booking goal is 62,000 room nights (individual market segment goals are listed below). This represents 34.0% of total group business and 5.1% of total rooms occupied in Springfield as reported in the 2015 CVB Citywide Hotel Statistics. In order for a group to count toward the group room night goal, the Sales Department must be responsible for generating the sales lead. The goal is based on business booked but not necessarily consumed during the fiscal year. The goal of 62,000 room nights is for group business only and does not address the CVB's efforts to attract individual vacation travelers to Springfield. Group sales efforts are targeted for the following market segments:

State Association Market

This market includes Missouri-based associations and focuses on maintaining relationships and involvement with key industry-related organizations such as Missouri Society of Association Executives, Society of Government Meeting Planners, Missouri Travel Council, Missouri Division of Tourism and assisting with legislative activities as directed.

Regional/National Association Market

This market includes all associations that are not Missouri based. Segments include agriculture, cultural, fine arts, conservation, environmental, medical, technical, trade, commercial and business.

Religious Market

Because of Springfield's central location, affordability, community atmosphere and close proximity to Branson, this is a niche market for Springfield. The JQH Arena will assist in securing new and larger religious events. The Assemblies of God National Headquarters in Springfield continues to provide the community with numerous meetings and overnight travel.

Sports Market

Springfield has proven to be a top location for many amateur sporting events due to its central location, affordability and abundance of sporting venues. Mediacom Ice Park features two sheets of ice meeting NHL standards. Hammons Field, a 6,750-seat minor league baseball stadium, opened in 2004 and is home to the Springfield Cardinals. The 11,000-seat JQH Arena on the campus of Missouri State University opened in November 2008. The 3,100-seat O'Reilly Family Event Center on the campus of Drury University opened in 2010. The Fieldhouse Sports Center opened spring 2013 featuring four courts that can be used for basketball and volleyball.

The CVB sports sales manager serves as executive director for the Springfield Area Sports Commission and supervises an assistant director employed by the Sports Commission. Both organizations work together to develop and secure amateur sporting events. The Sports Commission began hosting "The 1 Awards" in 2013 to increase visibility of the Sports Commission within the sports community, raise money for the association and acknowledge area high school athletes and teams and will continue to do so in 2016.

GROUP SALES, cont.

Market Segments

Patriotic/Veteran/Military Reunion Market

The CVB will place emphasis on military associations and organizations as well as patriotic associations. Springfield's central location and close proximity to Branson make the city an ideal location for events in this market.

Social/Fraternal/Hobby/Avocational Market

This market continues to be strong for Springfield because of the city's location and area attractions, however, Branson, St. Charles, and Overland Park have become stronger competitors because of the recent addition of convention facilities.

Group Tour/F.I.T. Market

Branson continues to rank as one of the top group tour destinations according to the National Tour Association and the American Bus Association. Although group tours visit Springfield attractions, Springfield is too close to Branson to obtain significant overnight stays from this market segment.

Government Market

This market includes group business generated by the state or federal government. Many state government events occur at the Lake of the Ozarks during shoulder seasons and receive heavily discounted hotel rates, making it difficult for Springfield to compete effectively in this market.

Corporate Market

Most corporate meetings are booked directly with local hotels, however, many local corporations are booking meetings and conventions in cities other than Springfield. In response to this trend, the CVB will increase emphasis on this market segment.

Education Market

Increased emphasis on the education market will be made in 2016/2017 because of the number of colleges and universities in Springfield.

GROUP SALES, cont.

Group Sales Efforts

Objective A:

Through efforts initiated by the CVB group sales staff, book 45,000 room nights from the meetings and conventions market during FY17.

Action Plans:

- Research and solicit meetings, conventions and sporting events targeting key market segments.
- Maintain membership in industry related organizations such as PCMA, ASAE, MSAE, SGMP and RCMA.
- Promote the CVB's new branding through redesigned promotional pieces such as the "Why Springfield" convention marketing piece, postcards and Simpleview templates.
- Conduct a telemarketing sales blitz utilizing convention calendars from similar sized cities, Springfield's competitive set, EmpowerMINT, LinkedIn and other lead sources.
- Attend industry trade shows, marketplace and events as outlined in the Proposed Trade Show & Sales Projects Schedule (see page 29 for a list of trade shows).
- Solicit outdoor writer and conservation groups in conjunction with Bass Pro Shops and the reopening of Wonders of Wildlife.
- Continue to focus on the Top 50 Hit List of key prospecting accounts that were identified in FY16 and work with hotel partners, key staff and other agencies to determine action steps needed for each account on what it will take to bring these groups to Springfield.
- Host a quarterly Sales Awareness Committee meeting with hotel and venue sales representatives.
- Conduct an annual sales training activity with hotel and venue sales representatives.
- Create a meeting planners advisory group to seek input on sales activities conducted by the Sales Department. Invite local and non-local planners to participate in group discussions.
- Continue the annual familiarization tour to showcase Springfield. Utilize leads acquired from Integrated Media Marketing, DMAI and other sources to increase attendance.
- Encourage and conduct site visits for qualified convention and event planners.
- Develop a local "bring your meeting" to Springfield campaign using social media to target colleges and universities, government entities, medical institutions and other businesses.
- Use the Springfield Business Journal and Springfield News-Leader to identify local board members of associations and organizations that could have meetings in Springfield and work with the local members to bring the events to the city.
- Host local members of boards and committees to a lunch meeting in an effort to educate and promote Springfield as a convention destination.
- Encourage Missouri Division of Tourism and the Missouri Association of Convention & Visitors Bureaus to promote Missouri in a united effort at convention trade shows and marketplaces.
- Provide promotional incentives through Cvent.
- Invite meeting planners to an opening event for Wonders of Wildlife.

GROUP SALES, cont.

Group Sales Efforts

Objective B:

Through CVB sports sales efforts, book 17,000 room nights in the sports market.

- Research and solicit sporting events that can utilize Springfield and area sports venues.
- Maintain membership in industry related organizations such as NASC.
- Attend industry trade shows, marketplaces and events as outlined in the Proposed Trade Show & Sales Projects Schedule.
- Work in partnership with the Springfield Sports Commission to secure new amateur sporting events.
- Establish a Local Organizing Committee and procedures for MSHSAA Basketball Championships to ensure a seamless transition.
- Continue to solicit emerging sports (ie. pickleball) and target sports (ie. archery and rifle).
- Work with the convention sales department to identify and solicit competitive festivals and events such as balloon festivals, car shows, etc.
- Enlist the assistance of convention sales staff to identify and solicit sporting events.
- Continue to provide exceptional service to existing sporting events to ensure rebooking.

Objective C:

Reduce the decline of group rooms as a percentage of total rooms in Springfield hotel properties during FY17.

- Review CVB hotel statistics for trends and ensure participation in market segment statistics from designated hotels.
- Develop a plan to encourage delegates to book within the group hotel room blocks and educate hoteliers about managing group blocks for maximum pick-up.
- Develop financial sliding scale for establishing meeting/event planner incentives used to entice planners to choose Springfield as a host city.
- Work with hotel and facility partners to offer financial incentives to single-property pieces of business as necessary.
- Partner with the Springfield Hotel Lodging Association to identify annual events that produce a large number of overnight rooms.
- Develop incentives to encourage planners to participate in site visits, such as offering limousine service and other VIP treatments.
- Utilize the new "Meet in Missouri" legislation (if approved by the legislature and signed by the governor) to attract out-of-state conventions and work with Missouri Association of Convention & Visitor Bureaus to develop additional state incentives.

Objective D:

Assuming sufficient community interest, work with the city and travel industry to implement appropriate recommendations of the April 2016 Hunden Strategic Partners' Convention Competitive Assessment.

- Identify recommendations that are accepted by stakeholders and appropriate in phase I of the project.
- Investigate and identify incentives that may be offered to developers.
- Continue meeting with local hotel developers to determine interest in the project.
- Investigate changing the management contract for the Expo Center so the project is more attractive to developers and/or encourages more overnight travel.
- Identify competing cities with convention centers/complexes and consider hosting appropriate Springfield community leaders on site visits to those cities.
- Determine when the Fire & Police Pension Fund will be fully funded and identify public funding sources that could be used for the public portion of the project.
- Work with the city to create an appropriate RFP for developers interested in partnering with the city on the project.
- Assuming a developer is identified, work with the city to create a development agreement for the project.

GROUP SALES, cont.

Group Sales Efforts

Objective E:

Focus additional efforts on the group tour market in an effort to book overnight stops and attraction visits within the city.

- Attend Missouri Showcase, Bank Travel, American Bus Association and Travel South Showcase in partnership with the Missouri Division of Tourism.
- Develop new and unique group travel itineraries and escort notes as new attractions open.
- Develop a new marketing campaign utilizing virtual reality or other technology to promote the opening of Wonders of Wildlife, Route 66, the new History Museum on the Square and other attractions to group travel planners and the FIT (individual travel) market.
- Add a Group Travel section to the website.
- Identify and retain existing group tours.

GROUP SALES, cont.

Trade Shows and Special Projects

Springfield CVB Convention & Sports - Trade Show and Special Projects Schedule - July 1, 2016 - June 30, 2017

Event	Location	Date	Hotel Participation	Participation Cost	Sales Manager
Joint Meeting Planners Trade Show	Jefferson City	July 12, 2016	Yes	TBD	Lisa Perez
Heartland Chapter/Professional Convention Management Association	Lake of the Ozarks	July 21 - 22, 2016	No	NA	Dana Maugans
Sports Commission 1 Awards	Springfield	July 26, 2016	NA	TBD	Lance Kettering
Telemarketing Sales Blitz	Springfield	August 1, 2016	Yes	No	Melissa Evans
Connect Marketplace	Grapevine, TX	August 25 - 26, 2016	Yes	\$1,095	Lisa Perez
Connect Sports	Grapevine, TX	August 25 - 26, 2016	No	NA	Lance Kettering
S.P.O.R.T.S	Overland Park	September 12 - 15, 2016	No	NA	Lance Kettering
CIC CMP Conclave	Baltimore	September 16 - 18, 2016	No	NA	Lisa Perez
Missouri Society of Association Executives Funfest	Jefferson City	September 19, 2016	Yes	TBD	Lisa Perez
Missouri Society of Association Executives Annual Meeting	Jefferson City	September 20, 2016	Yes	\$40	Lisa Perez
SEOPA (bid presentation and trade show)	Lakeland, FL	October 5 - 8, 2016	Yes	TBD	Dana Maugans
Rejuvenate	Orlando	October 25 - 27, 2016	Yes	\$1,095	Melissa Evans
Chamber of Commerce Business Expo	Springfield	November 3, 2016	No	NA	Dana Maugans
Missouri Society of Association Executives Education Workshop	Jefferson City	November 4, 2016	Yes	\$40	Lisa Perez
SpinCon	Ft. Lauderdale	November 13 - 15, 2016	No	NA	Lisa Perez
Society of Government Meeting Planners Extravaganza	Jefferson City	December 1, 2016	Yes	TBD	Lisa Perez
US Sports Congress	Ft. Myers	December 5 - 7, 2016	No	NA	Lance Kettering
Event Services Managers Association	Austin	January 6 - 8, 2017	No	NA	Carrie Edinborough
Professional Convention Management Assoc. (PCMA)	Austin	January 8 - 11, 2017	Yes	\$900	Dana Maugans
American Bus Association	Cleveland	January 14 - 17, 2017	No	NA	Dana Maugans
Missouri Natural Resources Conference	Lake of the Ozarks	February 3 - 5, 2017	Yes	TBD	Dana Maugans
Religious Conference Management Association	Chicago	February 7 - 9, 2017	Yes	\$625	Melissa Evans
Destination Showcase	Washington, DC	February/March 2017	Yes	TBD	Lisa Perez
Christian Meetings & Conventions Association	TBD	March-17	No	NA	Melissa Evans
National Association of Sports Commissions	Sacramento	March 26 - 30, 2017	No	NA	Lance Kettering
Conferencedirect	Baltimore	April 9 - 13, 2017	No	NA	Dana Maugans
Missouri Bank Travel	TBD	May 5, 2017	TBD	TBD	Lisa Perez
PCMA Heartland Chapter event	TBD	May 1, 2017	TBD	TBD	Dana Maugans
Convention Planner Familiarization Tour	Springfield	Spring 2017	Yes	TBD	Dana Maugans
Kansas City Meeting Planners International	Kansas City	May 1, 2017	TBD	TBD	Lisa Perez
Client Night at Hammons Field	Springfield	June 1, 2017	Yes	TBD	Dana Maugans
SGMP National Convention	Ft. Lauderdale	June 6 - 8, 2017	TBD	TBD	Lisa Perez

EVENT SERVICES

The CVB provides support services for groups meeting in Springfield, including pre-convention planning, area information, registration assistance, promotional materials, news releases, website access, city dignitary welcomes, name badges, shuttle service, centralized housing and other services as outlined in the bid proposal package. These services are designed to assist and promote a positive experience for the meeting planner when conducting meetings, conventions and events in the city, thus generating repeat bookings. Services are offered to groups booked by the CVB and groups booked by hotels.

Objective A:

Provide exceptional service and exceed the expectations of meeting planners by providing event services tailored to groups working with the CVB.

- Post convention alerts to hotels, attractions and restaurants on the extranet to notify them of upcoming large conventions and events so they can properly staff their facilities. Encourage businesses to welcome groups on marquees, offer discounts, etc.
- Provide attendance-building and publicity assistance for groups meeting in Springfield by sending out email messages with the CVB's website video link and encourage convention and sports groups to set up Twitter hashtags and tweet about the city and events.
- Offer the Springfield promotional video and/or other promotional tools in advance to groups that will meet in Springfield.
- Promote advertisers and partners at hospitality tables and for business referrals.
- Provide a training session for hospitality booth workers prior to peak convention months.
- Offer a local professional speaker's bureau to groups and create a promotional piece highlighting this service in bid proposals.
- Promote the CVB's responsive website at hospitality tables and encourage attendees to use it to locate local restaurants, attractions and other businesses.
- When appropriate, attend events that have been booked in Springfield one year in advance to promote Springfield and build attendance for the conference.
- Maintain membership in Event Services Professional Association.

OBJECTIVE B:

Provide exceptional housing bureau services to qualified groups.

- Utilize GroupMax Passkey for all housing groups and provide necessary training to CVB staff and meeting planners as needed.
- Host informational meetings for front desk employees, reservation managers and sales managers regarding Passkey for upcoming groups as needed..
- Utilize Passkey's pre- and post-activity email capabilities to provide welcome emails to event attendees and encourage extended stays to enjoy all of Springfield's amenities.

Objective C:

To assess the satisfaction of meeting planners hosting events in Springfield, the CVB will email surveys to all meeting planners and obtain at least a 75 percent return rate on questionnaires.

- Utilize an online survey tool to create and distribute surveys to all meeting planners one week following the conclusion of the event.
- Track responses and report results to appropriate facilities.

Objective D:

Continue utilizing the online meeting planning tool kit and add resources as they become available.

- As they become available, update the toolkit with new videos, custom postcards, logos, photos, web and email banners and a PowerPoint slideshow to promote attendance at upcoming events.
- Include information on how to plan a meeting and how to work with a CVB.
- Promote the tool kit to meeting planners.

TRAINING

Staff & Volunteers

In addition to normal and ongoing staff training, the CVB encourages staff members to expand their knowledge throughout their careers. Where appropriate, the staff is encouraged, and may eventually be required, to become certified by appropriate professional organizations in their specific area of responsibility. All department heads have received Certified Destination Management Executive designation through the Destination Marketing Association International.

Objective A:

Continue to increase staff and volunteer knowledge by making available learning opportunities for all staff and volunteers.

- CVB department heads will identify other CVBs that have developed considerable expertise in various areas of CVB operations and marketing and utilize them as mentors.
- Identify software training needs for individual staff members and utilize classes offered at area colleges and universities and the Springfield-Greene County Library system.
- Continue participation in the City of Springfield's Life Save program to ensure that a minimum of 50% of the staff is CPR certified.
- Participate in group webinars offered by Destination Marketing Association International, Simpleview, Missouri Division of Tourism and other industry organizations.
- Provide sales training for the group sales staff and partner development manager.
- Conduct staff-wide training on diversity and inclusion through the Missouri State University Office of Diversity and Inclusion and/or utilizing other diversity experts.
- Send staff to appropriate training conferences and sessions throughout the year.
 - Send four staff members to the Governor's Conference on Tourism.
 - Send two people to the Destination Marketing Association International annual convention.
 - Send one person to ESTO.
 - Send one person to the MMGY Global DMO Think Tank.
 - Send one person to the Destination Marketing Association International Marketing Innovation Summit.
 - Send four staff members to the Missouri Association of Convention & Visitor Bureau's Annual Educational Conference.
 - Send two people to the Simpleview Users Conference.
 - Send one person to the Postal Customer Council Annual Conference.
 - Send one person to the PR News Social Media Summit.
 - Send one person to the PRSA International Conference.
 - Send one person to the Destination Marketing Association International Convention Sales Summit.
 - Send one person to the Event Services Professional Association.
 - Have sales staff enroll in educational sessions while at trade shows.
- Staff will be encouraged to obtain or maintain industry certifications.
 - The CVB management team will maintain requirements to continue Certified Destination Management Executive (CDME) status from Destination Marketing Association International (DMAI).
 - Sales Managers will continue course work to maintain Hospitality Sales and Marketing Association International (HSMIA) Hospitality Sales Executive Certification and Convention Industry Council Certified Meeting Planner designation.
 - Sports Sales Manager will maintain National Association of Sports Commissions (NASC) Sports Event Executive Certification.
 - Interactive Media Manager will obtain a Professional in Destination Management designation from Destination Marketing Association International.
- Determine and address training needs for other staff members.

TRAINING, cont.

Staff & Volunteers

Objective B:

Continue to increase staff and partner knowledge and use of Simpleview CRM.

- Work closely with account team at Simpleview to ensure staff and partners are utilizing the capabilities of the system to the fullest and most efficient extent.
- Fully utilize the extranet to distribute and respond to sales and leisure tourism leads, update partner business information updates, update online calendar of events, sign up for advertising/sponsorship packages and RSVP for CVB events.
- Conduct periodic member/partner training sessions to ensure partners are fully utilizing the extranet system.
- Assign staff key areas of responsibilities for optimal use of the Simpleview CRM and develop a core staff team of experts on all sections of the system.
- Be involved in the Simpleview user group and attend meetings as appropriate.
- Conduct follow-up training with CVB staff as appropriate.
- Engage staff in conducting on-going training for hotels, attractions and other partners to learn how to use and update information in the extranet.

Objective C:

Maintain a Goodwill Ambassadors Program for Volunteers to assist with advertising/partner retention.

- Provide regular training sessions with all new volunteers and refresher sessions for existing volunteers about all there is to see and do in Springfield and educate them about new advertisers.
- Conduct regular training sessions for select CVB volunteers to educate them about CVB benefits so they can clearly communicate them to existing advertisers.
- Send Goodwill Ambassadors out during National Travel & Tourism Week to make personal calls with existing advertisers. Have volunteers report back to partner development managers about any necessary follow up needed after the calls.

TRAINING, cont.

Hospitality Industry & Advertisers

The CVB encourages frontline employees in the travel industry to become familiar with area attractions and other things to see and do while in the Springfield area. To that end, an online hospitality training program for frontline workers was developed called Discover SGF. The program is free for participants and is targeted to frontline hospitality workers, volunteers, CVB staff and residents of Springfield for the purpose of empowering them to increase overnight stays and guest satisfaction. Each video offers both customer service/hospitality skills training and destination awareness training in a series of 6-8 minute videos. The CVB has and will continue to partner with several local organizations to produce videos specific to applicable industries and training needs. More information can be found at www.DiscoverSGF.com.

Another video-based training program will also be developed for CVB advertisers to encourage them to take advantage of all member benefits and better promote their business to the travelling public through CVB marketing efforts.

Objective A:

Continue to develop the Discover SGF program by producing two videos and attracting at least 75 businesses and 500 total participants by June 30, 2017.

- Continue to invest in and promote the Discover SGF program to CVB advertisers, partners and other hospitality businesses in Springfield.
- Solicit sponsorships for a portion of the videos from community partners that also see value in hospitality training.
- Develop a video for the series in partnership with the Missouri State University Division of Diversity and Inclusion focusing on cultural sensitivity, diversity and inclusion.
- Update the Discover SGF program to include new facilities and attractions, as needed.
- Develop a plan to attract new partner businesses and employee participants for the program
- Refine current benefits and add additional benefits for participants and graduates of Discover SGF, as appropriate.
- Develop a communications strategy to keep participants engaged in the program and updated on changes after completion of the program.
- Offer the Discover SGF classes to new CVB staff and volunteers.

Objective B:

Develop a plan for educating CVB advertisers and Marketing Partners about benefits of membership.

- Send a welcome email to all new partners to introduce the CVB staff, explain partner benefits and the directions for logging into the extranet.
- Conduct regular Simpleview Extranet training sessions for advertisers/partners to encourage full usage of that system.
- Record a series of training videos for partners explaining how to take full advantage of partnership benefits.

Objective C:

Offer free or inexpensive training opportunities for Springfield's travel industry employees to help increase knowledge and professionalism.

- Invite appropriate travel industry personnel to webinars hosted at CVB offices.
- Offer quarterly "brown bag lunch training" programs on appropriate software programs and technology.
- Utilize CVB partners and vendors as guest speakers for industry training sessions throughout the year.
- Continue to promote the "Discover SGF" program to CVB advertisers, partners and other hospitality-related businesses.

ADMINISTRATIVE



Objective A:

Maintain accreditation through Destination Marketing Association International by submitting an annual report in December 2016.

- Complete necessary paperwork.
- Update processes to comply with other standards as required by the Destination Marketing Association International Accreditation Program.
- Staff will update the Standard Operating Procedures Manual for key functions of each position within the CVB annually.

Objective B:

Assess new and existing CRM system enhancements and improvements and incorporate those that are appropriate.

- Review improvements and enhancements presented at the 2016 Simpleview Users Conference.
- Continue using the Gmail integration, Destination Dashboard, EmpowerMINT integration and Event Impact Calculator.
- Investigate utilizing Distribution to create group sales bid books and collateral materials, create e-mail marketing campaigns and other available services.
- Investigate the use of other vendors integrated with the Simpleview CRM to improve office-wide efficiency.
- Determine the appropriate enhancements and improvements to incorporate into the CRM system.
- If necessary, add funds to cover the costs of enhancements and improvements to a mid-year budget revision.
- Continue to upgrade the CRM as appropriate and attend all future Users Conferences.

Objective C:

Continue to implement the plan for an orderly succession to a new CVB president when the time is appropriate.

- Continue formal training of CVB vice president for all administrative duties currently conducted by the president.
- Continue training of the interactive media manager to take over all digital advertising and marketing functions by the end of the fiscal year.

Objective D:

Work as a member of the Hotel Tax Reallocation Committee to refine funding criteria, review applications and select projects that will have the greatest impact on generating overnight travel.

- Determine the amount available for matching grants.
- Review, revise and distribute funding criteria to prospective applicants.
- Meet with applicants to encourage appropriate projects that will positively impact overnight travel.
- Review applications and encourage committee members to select those applications that are most likely to succeed.

FUTURE MARKETING EFFORTS

Financial and human resources will not allow the implementation of all marketing efforts the bureau would like to undertake during the 2016/2017 fiscal year. The following is an overview of long-range marketing efforts that will be implemented when resources are available. Some of these projects will be implemented during the fiscal year if possible. Due to the long-range nature of many of these projects and rapidly changing technology, they are subject to change.

Public Relations/Public Affairs/Membership

- A name change for the CVB will be considered in an effort to create a new identity for the organization that is more easily understood by constituents.
- Encourage and support qualified Springfield representatives to apply for a position on the Missouri Tourism Commission.
- Develop a comprehensive public relations and marketing plan to educate local officials and the public on the need for public funding for facilities recommended in the Convention Competitive Assessment and continue to work with the city and other organizations to identify needed convention and sports facilities.

Collateral Production/Advertising Sales

- Continue to seek out advertising partnerships and innovative revenue streams to increase private funding and to supplement the public hotel/motel tax funding.

Market Research

- The use of focus groups and other market research will be increased and conducted to measure advertising effectiveness, consumer insights, meeting planner satisfaction, brand awareness, etc.
- Additional surveys such as creative focus groups, a PR Effectiveness, Social Media Influence and Convention/Sports Satisfaction surveys will also be included in annual CVB research plans.
- The CVB will utilize Simpleview Dashboard and DMAI's ARENA Destination Benchmarking Tool to the fullest extent possible to improve performance compared to other CVBs of similar budget and staff size.

Advertising

- Advertising partnerships will be expanded to include secondary attractions in niche marketing campaigns.
- Advertising production will be expanded to include the use of professional, diverse talent for all photo/video shoots.
- A new advertising campaign will be created using new photo/video assets and tested with consumer groups prior to launching.

Intercept, Digital and Miscellaneous Marketing

- Utilize Virtual Reality or other emerging technology to communicate to media, tour operators, meeting planners and leisure visitors about new attractions and facilities in Springfield.
- Continue to enhance the downtown information center to become a Route 66 and Springfield area resource for visitors.
- Conduct a local public relations and marketing campaign to increase awareness of the CVB and increase traffic to the Route 66 Springfield Visitor Center by promoting the center as a ticket pick-up location for local events, advertising on local TV, radio and print outlets using trade, when applicable, purchasing billboard advertising and promoting the visitor center as a resource on the CVB website and collateral materials.
- Develop partnerships with local media outlets such as the Springfield News-Leader, 417 Magazine and others to promote "Local Deals" and attractions.
- Investigate the use of a CVB jingle or musical anthem to be used in local marketing campaigns and on the CVB website.
- Create a multilingual website that contains the most requested sections of the CVB's current website and is accessible by mobile data devices.
- Expand international marketing through opportunities offered by Brand USA.

FUTURE MARKETING EFFORTS, cont.

Intercept, Digital and Miscellaneous Marketing, cont.

- Investigate opportunities to partner with local medical facilities to support medical tourism.
- Offer online attraction ticketing options and aggressively promote this on the website and through email marketing campaigns.
- Develop an online chat feature to enhance the visitor experience on the site.
- Develop a “Local Favorites” media campaign utilizing TV and social media outlets with online video to conduct short testimonial-type spots with people talking about why they love calling Springfield home. Partner with the chamber, city, universities and other local organizations with an interest in highlighting why residents call Springfield home.
- A mobile information center will be purchased for use at large, outdoor events and indoor events where appropriate.
- Virtual Information Centers will be placed at key area locations to allow visitors to speak with a “live” staff person utilizing Web cams and touch-screen technology.
- Work with the City of Springfield to design and develop a sidewalk kiosk near the Route 66 Springfield Visitor Center to distribute Visitors Guides, maps and other printed materials when the center is closed. The kiosk will also include space to promote upcoming events in the downtown district.
- The use of new billboards will be investigated as a method of promoting Springfield to travelers in the area, increasing counts to the Route 66 Springfield Visitor Center.
- Create a humorous video that represents Springfield well and has the potential of going viral.
- The CVB will facilitate the cross promotion of area attractions by various means through the Attractions Council, including the bundling of attraction tickets, joint advertising and promotional opportunities and development of a citywide attractions pass.
- A “Staycation” program will be developed to encourage visitation from within a 100-mile radius of the city.

Group Sales

- Have a local meeting planner workshop/seminar in conjunction with the chamber expo.
- Continue to submit bid proposals to outdoor writers groups in conjunction with Bass Pro Shops, highlighting the reopening of Wonders of Wildlife.
- Work with the Springfield Hotel Lodging Association to develop a pool of funds to use as an incentive to attract events.
- Expand partnership opportunities with the Branson/Lakes Area Convention & Visitors Bureau and identify areas to partner with their sales department to combine efforts of bringing convention groups and sporting events to southwest Missouri.
- Pursue regional partnerships with other CVBs to promote bringing new meetings, conventions, and sporting events to the area.
- Sports marketing efforts will be expanded in cooperation with the Springfield Sports Commission to make Springfield a recognized destination for quality amateur sporting events. Sporting events owned by the Sports Commission will be created and held annually.
- The vacant group sales position will be filled.
- A virtual site visit (tour) will be developed for distribution to meeting and event planners considering Springfield as the host city for meetings or events and will be added to the CVB website.
- Develop a video-based sports promotion for use in sports sales efforts of the CVB and Sports Commission.
- The CVB and Sports Commission will lead a visioning process to identify long-term goals for sports facility construction, sports marketing, sporting event development, and funding for the Sports Commission.
- The CVB and the Sports Commission will work with the Springfield-Greene County Park Board to identify and develop needed sporting venues, taking into account sports facility development plans in Branson.
- Provide digital bid proposals to enhance the professionalism of the bid process.
- Conduct sales blitzes in designated cities with a targeted client list. Host dinners and programs in conjunction with the blitz.

FUTURE MARKETING EFFORTS, cont.

Convention Services

- The ability for convention delegates to register for their convention and arrange all other details of their trip will be added to the website, providing a potential revenue source while eliminating the need to re-key information into the CVB's housing software.

Training

- The CVB will maintain accreditation through DMAI's Destination Marketing Accreditation Program and will look for and apply for other applicable accreditation programs.
- The "Discover SGF" program will be expanded to include at least 1,000 frontline hospitality professional participants.
- Staff diversity training will be continued annually.
- All staff will be encouraged or required to obtain appropriate certification in their field of expertise.

Administrative/Other

- To better track expenditures by department, the CVB will implement the DMAI cost center accounting system or work with the City finance department to revise the existing chart of accounts.
- Continue to upgrade and maintain all equipment, hardware and software to the most current versions and standards by developing and following a technology plan.
- Add a volunteer section to website to help recruit volunteer positions and inform current volunteers about upcoming events, opportunities to serve and share photos.
- Video conferencing for CVB board and committee meetings will allow attendees to actively participate in all CVB meetings remotely.
- The CVB will advocate for the development of a convention complex until it is constructed or the need no longer exists.

Exhibit C

Springfield Convention and Visitors Bureau
Proposed Budget 2016/2017
RECAP

<u>Account Description</u>	<u>Account</u>	<u>Revised 2015/2016 BUDGET</u>	<u>Proposed 2016/2017 BUDGET</u>	<u>Variance</u>	<u>Percent Increase/ Decrease</u>
REVENUE					
Room Taxes	401540	\$2,272,000	\$2,342,500	\$70,500	3.1%
Interest Earnings	410010	3,900	4,700	800	20.5%
Advertising Revenues	413010	368,845	375,000	6,155	1.7%
Co-op Revenue	416020	626,500	640,000	13,500	2.2%
Partnership Revenue	414110	20,000	20,000	0	0.0%
Miscellaneous Revenue	414100	73,595	75,175	1,580	2.1%
TOTAL REVENUE		\$3,364,840	\$3,457,375	\$92,535	2.8%
Fund Balance Transfer		\$0	\$0	\$0	N/A
GRAND TOTAL REVENUE		\$3,364,840	\$3,457,375	\$92,535	2.8%
EXPENSES					
PAYROLL					
FT Payroll	500110	\$915,690	\$954,650	\$38,960	4.3%
PT Payroll	500130	6,810	7,500	690	10.1%
Retirement	500210	87,085	97,200	10,115	11.6%
FICA	500250	63,365	64,650	1,285	2.0%
Health Insurance	500260	142,895	158,050	15,155	10.6%
Workers Compensation	500280	1,930	2,700	770	39.9%
TOTAL PAYROLL		\$1,217,775	\$1,284,750	\$66,975	5.5%
ADMINISTRATIVE					
Auditing and Accounting	504510	\$2,815	\$3,000	\$185	6.6%
Automobiles	502040	5,755	5,750	(5)	-0.1%
Building Rental	505820	124,800	124,900	100	0.1%
Credit Card Fees	502070	5,200	5,650	450	8.7%
Data Processing	502140	1,890	2,050	160	8.5%
Dues and Subscriptions	502290	29,720	30,200	480	1.6%
Equipment Repair	502750	12,915	13,550	635	4.9%
Insurance Premiums	502230	9,955	12,800	2,845	28.6%
Minor Office Furn/Supplies	501190	325	1,200	875	269.2%
Misc. A & G	501260	10,785	11,275	490	4.5%
Office Supplies	501240	7,020	7,100	80	1.1%
Other Professional Services	504580	4,140	1,800	(2,340)	-56.5%
Postage and Freight	502220	6,090	6,600	510	8.4%
Printing and Binding	502380	1,000	1,200	200	20.0%
Telephone	505550	10,450	11,100	650	6.2%
Training Expense	504590	34,300	31,000	(3,300)	-9.6%
TOTAL ADMINISTRATIVE		\$267,160	\$269,175	\$2,015	0.8%
MARKETING EXPENSES					
ADVERTISING					
Ad Production	505010	\$134,400	\$133,700	(\$700)	-0.5%
Billboards	505020	0	0	0	N/A
Brochure and Printed Material	505030	79,735	96,300	16,565	20.8%
Direct Mail	505050	24,765	25,150	385	1.6%
Other Advertising	505060	537,850	631,000	93,150	17.3%
Print Advertising	505070	235,435	212,050	(23,385)	-9.9%
Radio and TV Advertising	505080	300,000	300,000	0	0.0%
TOTAL ADVERTISING		\$1,312,185	\$1,398,200	\$86,015	6.6%
TRAVEL	505690	\$37,055	\$44,100	\$7,045	19.0%
OTHER MARKETING					
Market Research	502470	\$37,145	\$58,750	\$21,605	58.2%
Group Incentives	502120	63,950	55,850	(8,100)	-12.7%
Entertainment	502200	5,650	5,500	(150)	-2.7%
Exhibition Fees	504640	39,400	42,900	3,500	8.9%
FAM Tour Expense	504650	14,885	17,050	2,165	14.5%
Misc. Marketing Expense	502280	218,395	178,000	(40,395)	-18.5%
Photo Processing	502360	0	0	0	N/A
Public Relations	502400	39,910	28,300	(11,610)	-29.1%
Specialty Items	504620	20,730	21,800	1,070	5.2%
Receptions	504660	1,150	3,400	2,250	195.7%
TOTAL OTHER MARKETING		\$441,215	\$411,550	(\$29,665)	-6.7%
TOTAL MARKETING		\$1,790,455	\$1,853,850	\$63,395	3.5%
CONVENTION SERVICES					
Misc. Convention Services	504540	\$11,940	\$13,500	\$1,560	13.1%
Shuttle Service	504610	2,200	2,800	600	27.3%
TOTAL CONVENTION SERVICES		\$14,140	\$16,300	\$2,160	15.3%
CONTINGENCY	502780	\$3,000	\$4,000	1,000	33.3%
CAPITAL EXPENSES					
Office Furniture and Equipment	508110	\$47,280	\$5,000	(\$42,280)	-89.4%
Computer Hardware	501220	10,930	3,200	(7,730)	-70.7%
Computer Software	501230	5,400	7,950	2,550	47.2%
Other Equipment	508170	1,700	6,150	4,450	261.8%
Destination Springfield	508220	7,000	7,000	0	0.0%
TOTAL CAPITAL EXPENSES		\$72,310	\$29,300	(\$43,010)	-59.5%
GRAND TOTAL EXPENSES		\$3,364,840	\$3,457,375	\$92,535	2.8%

**CITY OF SPRINGFIELD, MO.
BUDGET ADJUSTMENT**

BA 0056
FINANCE NUMBER

REVENUES:

FUND	ORG	ACCT.	TASK	OPT.	SUBPROGRAM	AMOUNT	DESCRIPTION	UNIT	F/S
29510	22010	401540				\$ 2,342,500.00	ROOM TAX REVENUE		
29510	22010	410010				\$ 4,700.00	INTEREST EARNINGS		
29510	22010	413010				\$ 375,000.00	ADVERTISING REVENUE		
29510	22010	414100				\$ 640,000.00	MISCELLANEOUS REVENUE		
29510	22010	414110				\$ 20,000.00	PARTNERSHIP REVENUE		
29510	22010	416020				\$ 75,175.00	CO-OP ADVERTISING REVENUE		
NET REVENUE ADJUSTMENT						\$ 3,457,375.00			

EXPENDITURES:

FUND	ORG	ACCT.	TASK	OPT.	SUBPROGRAM	AMOUNT	DESCRIPTION	UNIT	F/S
29510	22010	500110				\$ 954,650.00	FT PAYROLL		
29510	22010	500130				\$ 7,500.00	PT PAYROLL		
29510	22010	500210				\$ 97,200.00	RETIREMENT		
29510	22010	500250				\$ 64,650.00	FICA		
29510	22010	500260				\$ 158,050.00	HEALTH INSURANCE		
29510	22010	500280				\$ 2,700.00	WORKERS COMPENSATION		
29510	22010	504510				\$ 3,000.00	AUDITING AND ACCOUNTING		
29510	22010	502040				\$ 5,750.00	AUTOMOBILES		
29510	22010	505820				\$ 124,900.00	BUILDING RENTAL		
29510	22010	502070				\$ 5,650.00	CREDIT CARD FEES		
29510	22010	502140				\$ 2,050.00	DATA PROCESSING		
29510	22010	502290				\$ 30,200.00	DUES & SUBSCRIPTIONS		
29510	22010	502750				\$ 13,550.00	EQUIPMENT REPAIR		
29510	22010	502230				\$ 12,800.00	INSURANCE PREMIUMS		
29510	22010	501190				\$ 1,200.00	MINOR OFFICE FURN/SUPPLIES		
29510	22010	501260				\$ 11,275.00	MISC. A & G		
29510	22010	501240				\$ 7,100.00	OFFICE SUPPLIES		
29510	22010	504580				\$ 1,800.00	OTHER PROFESSIONAL SERVICES		
29510	22010	502220				\$ 6,600.00	POSTAGE AND FREIGHT		
29510	22010	502380				\$ 1,200.00	PRINTING AND BINDING		
29510	22010	505550				\$ 11,100.00	TELEPHONE		
29510	22010	504590				\$ 31,000.00	TRAINING		
NET EXPENDITURE ADJUSTMENT									
FUND BALANCE:									
FUND	FUND TITLE					AMOUNT			
8970	FUND BALANCE								

PAGE 1 OF 2

EXPLANATION:

This is the budget for Revenues and Expenses for the Convention & Visitors Bureau for FY 17.

REQUESTED BY:

APPROVED BY:

AUTHORIZATION

Tracy Kimberlin 6/7/16
DEPARTMENT HEAD DATE

Mary Mann O'Daker 6/7/16
DIRECTOR OF FINANCE DATE

COUNCIL BILL NO. 2016-140
ORDINANCE No.

CITY MANAGER

EFFECTIVE DATE _____

CITY OF SPRINGFIELD, MO. BUDGET ADJUSTMENT

BA 0056
FINANCE NUMBER

REVENUES:

FUND	ORG	ACCT.	TASK	OPT.	SUBPROGRAM	AMOUNT	DESCRIPTION	UNIT	F/S
NET REVENUE ADJUSTMENT						\$ -			

EXPENDITURES:

FUND	ORG	ACCT.	TASK	OPT.	SUBPROGRAM	AMOUNT	DESCRIPTION	UNIT	F/S
29510	22010	505010				\$ 133,700.00	AD PRODUCTION		
29510	22010	505030				\$ 96,300.00	BROCH/PRINTED MATERIAL		
29510	22010	505050				\$ 25,150.00	DIRECT MAIL		
29510	22010	505060				\$ 631,000.00	OTHER ADVERTISING		
29510	22010	505070				\$ 212,050.00	PRINT ADVERTISING		
29510	22010	505080				\$ 300,000.00	RADIO & TV ADVERTISING		
29510	22010	505690				\$ 44,100.00	TRAVEL		
29510	22010	502470				\$ 58,750.00	MARKET RESEARCH		
29510	22010	502120				\$ 55,850.00	GROUP INCENTIVES		
29510	22010	502200				\$ 5,500.00	ENTERTAINMENT		
29510	22010	504640				\$ 42,900.00	EXHIBITION FEES		
29510	22010	504650				\$ 17,050.00	FAM TOUR EXPENSE		
29510	22010	502280				\$ 178,000.00	MISC. MARKETING EXP.		
29510	22010	502400				\$ 28,300.00	PUBLIC RELATIONS		
29510	22010	504620				\$ 21,800.00	SPECIALITY ITEMS		
29510	22010	504660				\$ 3,400.00	RECEPTIONS		
29510	22010	504540				\$ 13,500.00	MISC. CONVENTION SERV.		
29510	22010	504610				\$ 2,800.00	SHUTTLE SERVICE		
29510	22010	502780				\$ 4,000.00	CONTINGENCY		
29510	22010	508110				\$ 5,000.00	OFFICE FURN & EQUIP.		
29510	22010	501220				\$ 3,200.00	COMPUTER HARDWARE		
29510	22010	501230				\$ 7,950.00	COMPUTER SOFTWARE		
29510	22010	508170				\$ 6,150.00	OTHER EQUIPMENT		
29510	22010	508220				\$ 7,000.00	DESTINATION SPRINGFIELD		
PAGE 2 OF 2									
NET EXPENDITURE ADJUSTMENT						\$ 3,457,375.00			
FUND BALANCE:									
FUND	FUND TITLE					AMOUNT			
8970	FUND BALANCE					\$ -			

EXPLANATION:

This is the budget for Revenues and Expenses for the Convention & Visitors Bureau for FY 17.

REQUESTED BY:	APPROVED BY:	AUTHORIZATION
<i>Tracy Kimberlin</i> 6/7/16	<i>Mary Mann O'Donoghue</i> 6/7/16	COUNCIL BILL NO. 2016-140
DEPARTMENT HEAD	DIRECTOR OF FINANCE	ORDINANCE NO.
DATE	DATE	EFFECTIVE DATE _____
_____ CITY MANAGER		

One-rdg. _____
P. Hrngs. _____
Pgs. 7
Filed: 06-07-16

Sponsored by: Fulnecky

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 141

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with the
2 Greater Springfield Area Sports Commission, Inc. (Sports
3 Commission), whereby the City will provide the Sports Commission
4 with a share of the City's collection fees from the hotel/motel gross
5 receipts tax to fund the Sports Commission's efforts to promote the
6 hosting of national and regional sporting events to the City.
7
8

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

11 Section 1 – The City Manager, or his designee, is hereby authorized to enter into
12 an agreement with the Sports Commission, said agreement to be substantially in form
13 and content as that document attached hereto and incorporated herein by reference as
14 “Exhibit A.”
15

16 Section 2 – This ordinance shall be in full force and effect from and after
17 passage.
18

19 Passed at meeting: _____
20
21

22 _____
23 Mayor

24 Attest: _____, City Clerk
25
26

27 Filed as Ordinance: _____
28
29

30 Approved as to form: Rhonda Lewoder, Assistant City Attorney
31

32 Approved for Council action: Greg Burt, City Manager
33

EXPLANATION TO COUNCIL BILL NO: 2016- 141

FILED: 06-07-16

ORIGINATING DEPARTMENT: Law Department

PURPOSE: This bill authorizes the City Manager, or his designee, to enter into an agreement with the Greater Springfield Area Sports Commission, Inc. (Sports Commission), whereby the Sports Commission will receive a share of the City's collection fees from the hotel/motel gross receipts tax authorized by Article V of Chapter 70 of the Springfield City Code to promote the hosting of national and regional sporting events.

BACKGROUND INFORMATION: The Sports Commission is a non-profit corporation organized in 1999 for the purpose of enhancing the quality of life and stimulating economic growth in the Springfield area, by promoting the area as a host city for quality national and regional sporting events and other ancillary activities. A portion of the Sports Commission's budget comes from the City's collection fees from the hotel/motel gross receipts tax. The portion of the City's collection fees budgeted for the Sports Commission in Fiscal Year 2015-2016 was \$73,625, and the amount budgeted for Fiscal Year 2016-2017 is \$77,250.

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

This Council Bill supports the following Field Guide 2030 goal(s): Chapter 1, Arts, Culture and Tourism; Major Goal 6, Use product development and promotion generated through the travel and tourism industry to increase sales tax revenue and other economic benefits; Chapter 3, Economic Development; Major Goal 1, Create a competitive business climate.

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

REMARKS: No significant revisions have been made in this year's contract and the Springfield Convention & Visitors Bureau manages the Sports Commission and provides administrative support for the Sports Commission.

Submitted by:



Tracy Kimberlin, President/CEO

Approved by:



Greg Burris, City Manager

Exhibit A

EFFECTIVE DATE JULY 1, 2016	TERMINATION DATE JUNE 30, 2017	CONTRACT NUMBER: _____
CITY		CONTRACTOR
CITY OF SPRINGFIELD 840 BOONVILLE, PO Box 8368 SPRINGFIELD, MO 65801-8368 PHONE: 417-864-1625 ATTN: MARY MANNIX-DECKER		GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC. 815 E. ST. LOUIS STREET, SUITE 100 SPRINGFIELD, MO 65806 PHONE: 417-881-5300 ATTN: TRACY KIMBERLIN

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the City of Springfield, Missouri, a constitutionally chartered municipal corporation of the State of Missouri, hereinafter referred to as the "City," and the Greater Springfield Sports Commission, Inc., a not-for-profit Missouri corporation, hereinafter referred to as the "Contractor."

WITNESSETH:

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

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

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

1. **TERM.** The term of this Agreement shall be from July 1, 2016, to June 30, 2017, subject to any changes to which both parties may subsequently assent in writing.
2. **SCOPE OF SERVICES.** The City will engage the services of the Contractor to establish and perform services which are more particularly described in *Exhibit 1* and incorporated herein by reference. The City authorizes the Contractor, and the Contractor agrees to proceed with the development of programs for those activities listed in *Exhibit 1*.
3. **AGREEMENT ADMINISTRATION.** The City designates the City Manager (or his designated alternate) as its representative to whom all communications related to the scope of work, cost, schedule, and personnel matters shall be directed by the Contractor.

The Contractor designates the President of the Springfield Convention and Visitors Bureau (or his designated alternate) as its representative for all work performed under this Agreement.

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

4. **FURNISHING INFORMATION.** All information, data, and reports as are existing, available, and necessary for the carrying out of the work shall be furnished to the Contractor without charge by the City, and the City shall cooperate with the Contractor in every way possible in carrying out the services.
5. **COPYRIGHTS.** The Contractor shall defend, indemnify and hold the City harmless from any and all claims or causes of action, including reasonable attorneys' fees and legal expenses, arising out of or based upon any alleged infringement of any copyright, or any alleged invasion or infringement of any right of any third party in connection with the Contractor's performance of work hereunder.

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

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

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

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

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

9. COMMENCEMENT OF WORK. Services of the Contractor shall commence on July 1, 2016, and shall be completed in a timely manner.

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

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

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

13. RIGHT OF AUDIT.

A) Contractor's Books and Records: The Contractor shall keep accurate reports and other records showing in full detail the costs for which the Contractor claims reimbursement. The City may examine, at its own expense, at any time during regular business hours, such time and expense reports and other records at the Contractor's office, and the Contractor agrees that it will produce such records whenever reasonably required by the City. Any expense incurred by the Contractor to prepare the records for audit will be at the expense of the Contractor. If such examination should disclose that the City has paid the Contractor for labor hours which have not in fact been worked, for services not in fact rendered, or for other costs not expended in accordance with this Agreement, the Contractor shall refund to the City an amount equal to any such excesses, plus accrued interest at the rate of 10% (ten percent) per annum.

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

14. INSURANCE. During the performance of all work under this Agreement or any subcontracts hereunder, the Contractor and its subcontractors shall maintain the following insurance coverage at no additional cost to the City and provide satisfactory evidence of coverage prior to the commencement of any work.

1) Workers' Compensation - as required by law.

2) Comprehensive General Liability, including personal injury and contractual liability with minimum limits of \$2,000,000 Bodily Injury and Property Damage combined.

3) Comprehensive Automobile Liability, including owned, non-owned, and hired cars, with minimum limits of \$2,000,000 Bodily Injury and Property Damage combined.

In the event the scope or extent of the City's tort liability as a governmental entity as described in RSMo. Section 537.600 through Section 537.650 (Supp. 1995) is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon ten (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 shall take effect within the time set forth in the addendum.

All evidence issued in supporting these requirements must provide for the City as an "additional insured" with a minimum 30-day notice of cancellation. All evidence of insurance is to be sent to the Law Department, Busch Building, 840 Boonville, Springfield, Missouri 65802.

15. DISCRIMINATION. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

A. This contractor and 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.

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

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

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

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

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

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

18. APPLICABLE LAWS. The Contractor agrees to comply with all laws of the United States of America, the State of Missouri, and the City of Springfield which are applicable to work being performed by the Contractor under this Agreement.

19. JURISDICTION. The parties mutually agree that jurisdiction and venue for the purposes of any action resulting from this Agreement by the parties shall be in Greene County, Missouri.

20. NOTICES. All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to the City at 840 Boonville, Springfield, Missouri 65802, and the Contractor at 815 E. St. Louis, Street, Suite 100, Springfield, Missouri 65806-4048. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

21. ENTIRE AGREEMENT. This agreement 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.

22. CONTINGENCIES. This contract is contingent upon the Contractor maintaining its not-for-profit corporation status and maintaining a board of directors as follows:

A) A not-for-profit corporation as defined by the Internal Revenue Code in Section 501 (c) (6).

B) The Board of Directors shall include ten (10) perpetual members, one of each of whom shall be selected by the following organizations: City of Springfield, Missouri; Springfield/Greene County Park Board; Springfield Convention and Visitors Bureau; Springfield Area Chamber of Commerce; Springfield R-12 School District; Missouri State University; Drury University; The Greene County Agricultural and Mechanical Society of Springfield, Missouri (Ozark Empire Fair); City Utilities; and Evangel University. The at-large members of the Board will be elected by a simple majority of the perpetual members. At large directors may be elected for successive terms. Perpetual members shall serve until their resignation or replacement by their sponsoring organization. All officers shall be elected by majority vote for one (1) year terms.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date first above written.

Attest:

GREATER SPRINGFIELD AREA SPORTS COMMISSION, INC.

Secretary

By: _____

CERTIFICATE OF DIRECTOR OF FINANCE

Title: _____

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.

CITY OF SPRINGFIELD, MISSOURI

Mary Mannix-Decker, Director of Finance

By: _____

Approved as to Form:

Collin Quigley, Assistant City Manager

City Attorney

Exhibit 1

Scope of Services Greater Springfield Area Sports Commission, Inc.

The Greater Springfield Area Sports Commission, Inc. is managed by the Springfield Convention & Visitors Bureau, Inc. and works with the Bureau to increase economic activity in the City of Springfield by attracting national and regional sporting events. Specific objectives and action plans for the Bureau and Sports Commission to attract national and regional sporting events can be found in the Bureau's 2016-2017 Marketing Plan.

General services to be performed by the Greater Springfield Area Sports Commission, Inc. shall include:

- Marketing the Springfield area to national and regional sporting event planners as a host city for such events.
- Working with sporting event planners to secure local venues for their events.
- Negotiating sleeping room rates and room blocks for event planners.
- Acting as a clearing house for scheduling of sporting events.
- Assisting local organizations by acting as sponsor for new and existing sporting events.
- Assisting local groups in the recruitment and organization of volunteers to staff national and regional sporting events.
- Hosting an annual awards banquet recognizing area high school athletes and teams.

One-rdg. _____
P. Hrngs. _____
Pgs. 5 _____
Filed: 06-07-16 _____

Sponsored by: Schilling

First Reading: _____

Second Reading: _____

COUNCIL BILL NO. 2016- 143

SPECIAL ORDINANCE NO. _____

AN ORDINANCE

1 APPROVING the plans and specifications for the Bryant Street and Market Avenue
2 project, Plan No. 2015PW0080SWTE; accepting the bid of Hunter
3 Chase & Associates, Inc., for that project, and authorizing the City
4 Manager, or his designee, to enter into a contract with such bidder.
5
6

7 WHEREAS, Hunter Chase & Associates, Inc., is the lowest responsive and
8 responsible bidder for the Bryant Street and Market Avenue project, Plan No.
9 2015PW0080SWTE.

10
11 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
12 SPRINGFIELD, MISSOURI, as follows, that:

13
14 Section 1 – The City Council hereby approves the plans and specifications for
15 the Bryant Street and Market Avenue project, Plan No. 2015PW0080SWTE, and
16 accepts the bid of Hunter Chase & Associates, Inc., for that project at the price and sum
17 set forth in said bid, except as said sum may be lawfully increased or decreased by the
18 actual quantities of work units involved. The City Manager, or his designee, is hereby
19 authorized to enter into a contract with said bidder for such work in accordance with the
20 terms of the bid, the plans, and the specifications.

21
22 Section 2 – This ordinance shall be in full force and effect from and after
23 passage.

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26 Passed at meeting: _____

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30 _____
31 Mayor

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33 Attest: _____, City Clerk

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Filed as Ordinance: _____

Approved as to form: Amanda R. Callaway, Assistant City Attorney

Approved for Council action: Greg Bunt, City Manager

EXPLANATION TO COUNCIL BILL NO: 2016- 143

FILED: 06-07-16

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Approving the plans and specifications for the Bryant Street and Market Avenue project, Plan No. 2015PW0080SWTE; accepting the bid of Hunter Chase & Associates, Inc. for that project, and authorizing the City Manager, or his designee, to enter into a contract with such bidder.

BACKGROUND INFORMATION: The project will include construction of Market Avenue from Bryant Street to existing Market Avenue as shown on Exhibit A, project location map. This project will include new pavement, new sidewalk, new storm sewer, and replacement of sanitary sewer.

Bids were solicited for this project by advertising in the *Daily Events* from April 16, 2016 through April 22, 2016. Bids were opened May 24, 2016 at 10:30 a.m., with the following bids received:

<u>Contractor</u>	<u>Bid Amount</u>
Hunter Chase & Associates, Inc.	\$247,950.00
D & E Plumbing & Heating, Inc.	\$258,157.00
Emery Sapp & Sons, Inc.	\$298,194.00
Engineer's Estimate	\$297,409.30

The low bid, if accepted, will be partially funded (80%) by federal Surface Transportation Program (STP) funds that were previously budgeted (\$198,360). The remaining 20% (\$49,590) will be funded by the 1/8-Cent Transportation Sales Tax Cost Share Program and is also already budgeted.

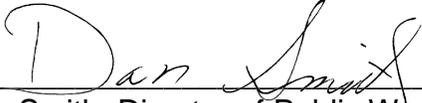
Supports the following Field Guide 2030 goal(s): Chapter 12, Transportation; Major Goal 3, Economic Development; Objective 3b, Continue the development of north/south and east/west corridors that would facilitate linkages and relief routes within Springfield and between the surrounding communities. Develop a process for the continued planning and preservation of new roadway corridors and alignments in anticipation of future development, to improve connectivity, and to relieve congestion. Developing connections between Springfield and the surrounding communities should be a high priority and a collaborative effort, specifically through the coordination of each community's Major Thoroughfare Plan.

REMARKS: Public Works recommends acceptance of the bid of Hunter Chase & Associates, Inc. as the lowest responsible bid and passage of this ordinance.

Submitted by:


Kirk Juranas, Assistant Director of Public Works

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Greg Burris, City Manager

