

MINUTES OF MEETING
Springfield-Sangamon County Regional Planning Commission
December 18, 2019

1. CALL TO ORDER.

Chairman Joe Gooden called the meeting to order at 9:32 AM.

2. ROLL CALL.

Mary Jane Niemann called the roll.

JULY 2019	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY 2020	FEBRUARY	MARCH	APRIL	MAY	JUNE	Member	Representative	Affiliation
X	X	X	X	X	X							Joe Gooden, Chair		City of Springfield
X			X	X	X							Ken Springs, Vice Chair		Sangamon County
X	X	X	X	X	X							Greg Kruger, Secretary		City of Springfield
X	X	X	X	X	X							Mayor Jim Langfelder	Bonnie Drew / Val Yazell	City of Springfield
X					X							Andy Van Meter	Brian McFadden	Sangamon County Board
		X	X	X	X							Ald. Joe McMenamin		City Council
X	X	X			X							Ald. Andrew Proctor		City Council
X	X	X	X	X	X							Greg Stumpf	Trustin Harrison	Sangamon County Board
X		X	X	X	X							George Preckwinkle	Charlie Stratton	Sangamon County Board
	X	X	X	X	X							Leslie Sgro	Jason Graham	Springfield Park District
	X	X	X		X							Frank Vala	Roger Blickensderfer / Traci Carter	Springfield Airport Authority
X	X	X	X	X	X							Brian Brewer	Frank Squires / Steve Schoeffel	Sangamon Mass Transit District
X	X	X	X	X	X							Dick Ciotti	Gregg Humphrey / Rob Leinweber / Jason Jacobs	Sangamon County Water Reclamation District
X			X	X	X							Jeff Vose	Lyle Wind / Shannon Fehrholz	Regional Office of Education
X	X	X		X	X							Eric Hansen		Sangamon County
												Vacant (March 2019 -		City of Springfield
X		X	X									Larry Hamlin		Sangamon County

Others

Marlain Beard

Staff

Molly Berns	Lindsay Kovski
Ethan Hendricks	Mary Jane Niemann
Shannan Karrick	Jason Sass
Steve Keenan	Joe Zeibert

3. **MINUTES OF MEETING.**

Chairman Gooden asked if there were any additions or corrections to the minutes of the November 20, 2019 Regional Planning Commission meeting. There were none. The minutes were accepted as mailed.

4. **MINUTES OF THE EXECUTIVE POLICY BOARD.**

There was no meeting of the Executive Policy Board.

5. **REPORT OF OFFICERS.**

There was no report of officers.

6. **REPORT OF THE EXECUTIVE DIRECTOR.**

- A. **2020 Regional Planning Commission Meeting Dates** – Molly Berns noted that a handout was available at the meeting regarding upcoming 2020 meeting dates. (See attached).

7. **CORRESPONDENCE.**

- A. **Audit Engagement Letter** – Molly Berns summarized an audit engagement letter from CliftonLarsenAllen LLP regarding an audit that will be conducted for the SSCRPC for the years ended November 30, 2019 and 2018. (See attached).

8. **PUBLIC HEARINGS / COMMENTS.**

There was no one who wished to address the Commission.

9. **COMMITTEE REPORTS.**

Land Subdivision Committee (LSC) – There were two projects to be acted upon by the Regional Planning Commission this month:

Restaurant Outparcel Subdivision

Location & Sketch Map

Variance of Sec. 153.158(b)(2) – Lot Arrangement

Description: Part of the N½ of the NW¼ of the SW¼ of Section 7, T15N, R5W (Located at the southeast corner of Veterans Parkway and Wabash Avenue)

Joe Zeibert stated the owners would like to divide off the Outback Steakhouse, Popeye's and CoreLife Eatery. The same access point will be used onto Wabash Avenue. A shared access easement will be utilized to serve the lots.

Zeibert noted that the Land Subdivision Committee recommended approval of the Location & Sketch Map and Variance of Sec. 153.158(b)(2).

Chairman Gooden noted that lots north of this development have separate signs. He asked if these lots would be eligible for separate signs. Zeibert said he will ask for more information at the preliminary plan stage.

Commissioner Joe McMenamain noted that the Wabash Avenue / Veterans Parkway intersection was the highest traffic count intersection in Sangamon County aside from the interstates. He also expressed concern about the number of signs along Wabash Avenue.

Berns stated an amendment to the zoning ordinance would be needed to limit the number of signs.

Commissioner McMenamain asked if the location & sketch map and variance process allows conditions to be added regarding signage. Zeibert said the variance is to allow access to an access easement and does not involve signage. Signage would be a zoning issue.

Vice-Chairman Ken Springs moved to concur with the action of the Land Subdivision Committee to recommend approval of Restaurant Outparcel Subdivision – Location & Sketch Map and Variance of Sec. 153.158(b)(2). Commissioner Eric Hansen seconded the motion and the motion passed unanimously via a roll call vote.

West Road Park

Variance Request – Sec. 153.157(L) – Restriction of Access – Lot 49

Description: Part of the SW ¼ of the SW ¼ of Section 1, T15N, R6W (Located on the north side of Iles Avenue between Dubsdread Drive and West Road Drive)

Zeibert stated that a variance was requested to allow an additional access onto Iles Avenue from Lot 49 in West Road Park Subdivision. He noted that the property owners recently purchased an RV and currently have one access point onto Iles Avenue. The owners are requesting this variance to allow them to store their RV and create a circle drive.

Zeibert then read the following staff recommendation. “Arterial streets are supposed to carry traffic through an area with the least amount of conflicts as possible and are designed to carry large amounts of traffic. Direct access to arterial streets is prohibited for that reason unless the petitioner can meet the requirements of a variance identified within the ordinance. The staff recognizes that in some cases access to an arterial might be justified. But in this case, the staff recommends denial of the variance request. The supporting documentation provided doesn’t meet the standards identified within the ordinance. One of the policies of the 2037 Springfield Comprehensive plan is to limit curb cuts on new arterial and connector streets and reduced on existing arterials. In this case, the property already has a single access point to Iles avenue, which existed since the late 70’s and was established with the original development. Therefore, as stated within the petitioner’s request, extraordinary circumstances of topography, land ownership or adjacent development doesn’t exist. In addition, the variance request doesn’t support the goals of the subdivision ordinance and the 2037 Springfield Comprehensive Plan to provide a safe and efficient street network. Staff recommended denial as the findings are not met for a variance.” Zeibert noted that the City Traffic Engineer did not support the variance request. The Land Subdivision Committee recommended denial of the Variance of Sec. 153.157(L) – Restriction of Access.

Commissioner Eric Hansen asked if these residents lived there when Iles Avenue was classified as an arterial. Marlain Beard stated that they purchased the property in 2001. She noted that Iles Avenue was widened in 2011 and the current driveway was already there. She stated it is difficult to back the RV into the driveway and it blocks half of the attached garage and more than a quarter of the detached garage. She noted that they have enough land to construct the second driveway and be able to park the RV on the east side of the property. Frank Squires asked if anyone else would be using the driveway. Beard said no one else would use the driveway. Beard stated that the West Road Park Home Owners Association approved the project.

Chairman Gooden asked if the travelling of the vehicle would be in a forward manner at all times. Beard said the second driveway would allow them to pull the RV in and locate it within their back yard. The RV would be pulled out onto Iles without blocking traffic. Chairman Gooden asked if there were other properties in West Road Park that also have direct access onto Iles Avenue. Zeibert said there are a couple lots that do have direct access. If developed now, it probably would have been off of an interior drive. When Iles Avenue was improved, there was a curb cut that was established. The City Traffic Engineer did go back and determined that that drive had been there for some time and honored it. Chairman Gooden noted that the City Traffic Engineer opposed the variance and the SSCRPC staff recommended denial of the request. Commissioner Hansen stated he was in favor of the curb cut to eliminate traffic backups. Bonnie Drew asked how often the RV would be moved. Beard said they just took possession of the RV, had it parked at their home for approximately two weeks and it is currently at Gander RVs until the driveway situation can be resolved.

Commissioner McMenamin said he recommended denial of the variance due to the City Traffic Engineer opposing a curb cut. He felt there would be blockage whether it was parked on the current driveway or second driveway and that there were plenty of other places for parking RVs around the city. He said Iles Avenue was designed to reduce curb cuts and felt it was a dangerous path to start deviating from the rules and long term plans.

Brian McFadden asked if it was correct that if the Beards were not there before Iles Avenue was improved, they would not have direct access. Zeibert said it depended on the lot. If the lot only had access to Iles Avenue, they would get access to Iles Avenue. If a subdivision came in now, access would be via an interior drive. McFadden said approval may set a precedent.

Beard said a proposal was made to them to go down to Dubsdread Drive and buy a portion of a lot. She stated that would be additional costs for them and would not be feasible. She asked that the Regional Planning Commission vote favorably on the request.

Chairman Gooden asked if it was correct that prohibiting this curb cut does not prohibit the owner from parking on the existing driveway. Zeibert said that was correct. Beard said it would be a hardship for them to park the RV somewhere else and make that payment. She noted that tree trimmers would not have to park on the curb blocking traffic if the second driveway was allowed. Gregg Humphrey asked if the City Council has final action. Zeibert said yes.

Commissioner Hansen made a motion to recommend approval of the Variance Request – Sec. 153.157(L) – Restriction of Access – Lot 49 (to allow the curb cut). Secretary Greg Kruger seconded the motion and the motion failed – 10 no votes (Springs, Drew, McFadden, McMenamin, Harrison, Stratton, Graham, Blickensderfer, Humphrey, Vose) and 5 yes votes (Gooden, Kruger, Proctor, Squires, Hansen).

Commissioner McMenamin made a motion to recommend denial of the Variance Request – Sec. 153.157(L) – Restriction of Access – Lot 49 (to deny the curb cut). Vice-Chairman Ken Springs seconded the motion and the motion passed – 10 yes votes (Springs, Drew, McFadden, McMenamin, Harrison, Stratton, Graham, Blickensderfer, Humphrey, Vose) and 5 no votes (Gooden, Kruger, Proctor, Squires, Hansen).

For informational purposes, Zeibert then summarized other projects reviewed by the Land Subdivision Committee at their December 5, 2019 meeting that do not require action by the Regional Planning Commission:

Weston Point – Partial Plat of Easement Vacation – Lot 19

Zeibert noted that this development is located southeast of Koke Mill Road and Old Jacksonville Road off of Weston Pointe Drive. There is a lot located off of a cul-de-sac that the owner would like to add a covered patio type structure. It will encroach into the 20' utility / drainage easement. Zeibert noted that the Land Subdivision Committee recommended approval of Weston Point – Partial Plat of Easement Vacation – Lot 19 with stipulations of obtaining sign-offs from all utilities and affected lots as well as provide drainage computations and sign-off from Public Works.

White Oaks West – Redivision of Lot 2B-4a1 of the Redivision of Lot 2B-4a of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 – Final Plat

Zeibert stated this final plat is being done to divide off the Olive Garden so that they may own the building and property the building sits on. Zeibert noted that the Land Subdivision Committee recommended approval of White Oaks West – Redivision of Lot 2B-4a1 of the Redivision of Lot 2B-4a of the Redivision of Lot 2B-4 of the Redivision of Lot 2B of the Redivision of Lot 2 – Final Plat.

10. UNFINISHED BUSINESS.

There was no unfinished business.

11. NEW BUSINESS.

There was no new business.

12. SPECIAL ANNOUNCEMENTS AND PRESENTATIONS.

There were no special announcements or presentations.

13. ADJOURNMENT.

Chairman Gooden noted that the next Regional Planning Commission meeting will be held on January 15, 2020.

There being no further business, Secretary Greg Kruger moved to adjourn. Gregg Humphrey seconded the motion and the meeting adjourned at 10:04 AM.

Respectfully Submitted,

MJN

Mary Jane Niemann
Recording Secretary



REGIONAL PLANNING COMMISSION 2020 MEETING DATES

**9:30 A.M. (approximately 1 hour)
COUNTY BOARD CHAMBERS
(2nd Floor – County Building
200 South 9th Street, Springfield, IL 62701)**

January 15

February 19

March 18

April 15

May 20

June 17

July 15

August 19

September 16

October 21

November 18

December 16



CLA (CliftonLarsonAllen LLP)
301 North Neil Street, Suite 205
Champaign, IL 61820
217-351-7400 | fax 217-355-9549
CLAconnect.com

December 5, 2019

Molly Berns
Executive Director
Springfield-Sangamon County Regional Planning Commission
200 S. 9th St., Room 212
Springfield, IL 62701

Dear Ms. Berns:

We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the audit and nonaudit services CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") will provide for Springfield-Sangamon County Regional Planning Commission ("you," "your," or "the entity") for the years ended November 30, 2019 and 2018.

Hope Wheeler is responsible for the performance of the audit engagement.

Audit services

We will audit the financial statements of the business-type activity of Springfield-Sangamon County Regional Planning Commission, as of and for the years ended November 30, 2019 and 2018, and the related notes to the financial statements.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements. The following RSI will be subjected to certain limited procedures, but will not be audited.

1. GASB-required supplementary pension and OPEB information.

The following information other than RSI accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements and our auditors' report will not provide an opinion or any assurance on that information:

1. Budgetary comparison schedules.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and related notes.
- Preparation of adjusting journal entries, as needed.

Audit objective

The objective of our audit is the expression of opinions about whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our audit will be conducted in accordance with auditing standards generally

accepted in the United States of America (U.S. GAAS) and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

We will issue a written report upon completion of our audit of your financial statements. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue a report, or withdrawing from the engagement.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements as a whole are free from material misstatement, whether due to fraud or error. An audit involves performing procedures to obtain sufficient appropriate audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic 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. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we identify during the audit.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements and RSI in accordance with U.S. GAAP. Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible 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. You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws and regulations, and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters, and for the accuracy and completeness of that information; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

Management is responsible for the preparation of the supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later

than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

The responsibilities and limitations related to the nonaudit services performed as part of this engagement are as follows:

- We will prepare a draft of your financial statements and related notes. Since the preparation and fair presentation of the financial statements is your responsibility, you will be required to review, approve, and accept responsibility for those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements.
- We will propose adjusting journal entries as needed. You will be required to review and approve those entries and to understand the nature of the changes and their impact on the financial statements.

Use of financial statements

The financial statements and our report thereon are for management's use. If you intend to reproduce and publish the financial statements and our report thereon, they must be reproduced in their entirety. Inclusion of the audited financial statements in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements

addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The workpapers supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers in accordance with our record retention policy that typically provides for a retention period of seven years.

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Our engagement and responsibility end on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you, including this engagement, shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Illinois, without giving effect to choice of law principles.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any Dispute that may arise between the parties. The parties agree that, notwithstanding any statute or law of limitations that might otherwise apply to a Dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against us must be commenced within twenty-four (24) months ("Limitation Period") after the date when we deliver our final audit report under this agreement to you, regardless of whether we do other services for you relating to the audit report, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery.

The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a Dispute.

Fees

Our fees for these services will be based on the time involved and the degree of responsibility and skills required, plus expenses including internal and administrative charges. Based on our preliminary estimates, the fee for the engagement should approximate \$9,400. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing confirmations and requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate. Our invoices for these fees, plus applicable state and local taxes, will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Other fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Consent

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using client data obtained through our audit and other engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Springfield-Sangamon County Regional Planning Commission's information in these cost comparison, performance indicator, and/or benchmarking reports.

Subcontractors

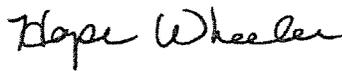
CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Agreement

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. Please sign, date, and return a copy of this letter to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP



Hope Wheeler, CPA
Principal
217-373-3139
Hope.wheeler@CLAconnect.com

Response:

This letter correctly sets forth the understanding of Springfield-Sangamon County Regional Planning Commission.

Authorized management signature: Molly Beus
Title: Executive Director
Date: December 9, 2019

Mr. Joseph A. Zeibert
Senior Planner
Springfield – Sangamon County
Regional Planning Commission
200 S. 9th Street #212
Springfield, IL 62701

November 5, 2019

**RE: Request of 2nd Driveway
At 3709 W. Iles Ave.
Springfield, IL 62711**

Measurements of Proposed Driveway:

Drive width 20 Ft from curb to sidewalk; between utility pole and electrical box, it will not affect the drainage easement in any way.

- 3 ½ Ft off of Utility Pole
- 3 ½ Ft off of Electrical Box

Drive length 55 Ft from sidewalk to fence, also 20 Ft wide.

Drive will continue inside fence/back yard, with a circle approach to the 40 Ft long/20 Ft wide parking spot; which will be 10 Ft off house. The entire drive will be constructed of either black top or concrete.

Reason and Justification for 2nd Driveway Request:

We have desired to purchase a fifth wheel recreational vehicle (RV) for trips with our children and grandchildren. As we have been researching them for over a year in an attempt to find the best and most suitable one for our needs. We have finally, after much prayer and supplication, decided on one and started our purchasing process. This process was completed much faster than anticipated. And we have now taken possession of the RV.

We are requesting the approval for the 2nd driveway, so we are able to pull the RV directly into the 2nd drive and turn it around in our back yard; and park it facing the street. This will allow us to avoid any unnecessary back up of traffic and possible traffic hazards on W. Iles. Our proposed driveway would eliminate the blocking of traffic, and the slowdown of the traffic flow when pulling the RV in or out. W. Iles is a busy thoroughfare and our proposed 2nd drive would minimize any effect on traffic in the area. As for stated; we have taken possession of the RV and it is currently backed into our only driveway, blocking half of the attached garage, and we are unable to remove one of our vehicles from this garage.

We also host our family reunion gatherings once or twice a year for the two sided of our family. We normally have family parked on our front lawn, as well as in our driveway. The 2nd drive would provide another entry and exit point and allow less congestion, it would also eliminate the moving of one vehicle to let another out.

We have identified another home on our block that has two (2) drives opening onto W. Iles. It is identified as lot one (1) on our West Road Park image map. The portion of the 2nd driveway has been completed from the curb to the sidewalk, however, the portion from the back of the sidewalk to the detached garage has not been finished. This 2nd drive is believed to be completed at the time W. Iles was widened into four lanes of traffic.

Thank you for allowing us to state our reasons and justification for our request of a 2nd driveway. Please consider our request favorably and grant us the ability to move forward with our proposed plans.

Best Regards,

Arbia & Marlain Beard
3709 W. Iles Ave.
Springfield, IL 62711
(217) 725-2101
mbeard8391@gmail.com

Variance Land Subdivision Committee & Restriction of Access Planning Commission

Article VII. – Standards and Specification for Required Public Improvements:

- **Chapter 153.157 (L) – Restriction of access, when a subdivision or a portion of it adjoins a major or minor arterial, no lot shall have direct access to the arterial.**

Answer: It has been witnessed and verified that a second driveway, opening onto the arterial roadway of W. Iles Ave., has been allowed for a property on our very block. There is one home between us and this property. The property is identified on our subdivision image map as Lot 1. It has been completed from the curb to the sidewalk, this portion would have been completed by the City / Sangamon County. Therefore, we are requesting that the same past practice would allow us access for our requested need.

Variance Land Subdivision Committee:

- **Chapter 153.207 (C) – A variation from the requirements of this chapter may be granted if the planning commission finds that the subdivision substantially complies with the following requirements:**

1. The intent of the chapter is maintained;

Answer: According to Section 153.103, the following are intended purposes of the chapter. Our variance request will/does support these purposes:

- Conform with the Springfield Comprehensive Plan.
- Provide a safe and efficient street network, and
- Prevent agricultural/residential conflicts.

2. Extraordinary circumstances of topography, land ownership, adjacent development or other circumstances not provided for in the chapter exist;

Answer: There are no extraordinary circumstances that apply to this situation.

3. The extraordinary circumstances will result in a hardship, not merely and inconvenience;

Answer: Without the 2nd driveway, we will incur additional expenses to store the recreational vehicle. We are both retired and on fixed incomes. The additional expense of storage will be a hardship. When we anticipated the purchase of the RV, we knew we had enough land to accommodate it on our existing property. The 2nd driveway requirements were learned after the purchase was underway, and now completed.

4. The circumstances upon which the request for variance is based are not common to most other tracts of land:

***Answer:** As our property consist of 1.7 acres of land, and our neighbors do not, our request is unique and not common to the other tracts of land on W. Iles.*

5. The circumstances upon which the request for variance is based are not the result of the subdivider's affirmative act or failure to act; and

***Answer:** When we purchased our home and the surrounding land, we knew we had acquired enough land to accommodate any expansion needs including the RV purchase and storage. We have not failed to do any act that requires this variance.*

6. The purpose of variation is not based exclusively on the desire to eliminate development costs at the expense of the public improvement standards as

request is not based on eliminating development costs as costs will be incurred by us, as the property owner in order to construct the 2nd driveway.

November 7, 2019

Joseph Zeibert

Senior Planner

Springfield - Sangamon County Regional Planning Commission

Re: Driveway project

3709 W. Iles Ave.

Springfield, IL 62711

Dear Mr, Zeibert,

My name is Paul Robertson. I am the President of the West Road Park Home Owners Association. One of the residents of West Road Park subdivision, Marlain Beard, spoke to the Board of Directors last night during a meeting. She described a driveway project they are trying to get approved so they can park their new camper on the backside of their home.

The Board had two issues to consider. Is the driveway in line with what other West Road Park residents have put in for similar situations? It is and the Board had no objections. The second issue is, are the Beard's in good standing with the association? They are. The Board unanimously approved the project as described by Marlain Beard.

Should you have any questions for me I can be reached at 217-415-4030 or at paulr2@earthlink.net.

Paul Robertson

3601 Timothy Rd

Springfield, IL 62711

CARL ARARUP
MECHANICSBURG ROAD
BUFFALO, ILLINOIS

WEST ROAD PARK

All of the SW 1/4 of the SW 1/4 of Section 1, Township 15 North, Range 6 West of the 3rd Principal Meridian except the West 214.5 feet thereof, more particularly described as follows.

Commencing at a found stone at the SW corner SW 1/4, SW 1/4, Section 1; thence S. 89° 36' 20" E, measure 214.50 feet to a set iron pin, said pin being the point of beginning; thence N. 0° 1' 59" W, 1322.86 feet to a set iron pin, said pin being on the North line SW 1/4, SW 1/4; thence S. 65° 40' 53" E, 1127.57 feet along the North line of said SW 1/4, SW 1/4 to a set iron pin, said pin being the N.E. corner SW 1/4, SW 1/4; thence S. 00° 00' W, 1324.35 feet along the East line of said SW 1/4, SW 1/4 to a set iron pin, said pin being the S.E. corner SW 1/4, SW 1/4; thence N. 89° 36' 20" W, 1126.83 feet along the South line SW 1/4, SW 1/4 to the point of beginning. Containing 34.250 acres more or less.

381.

GENERAL NOTES:

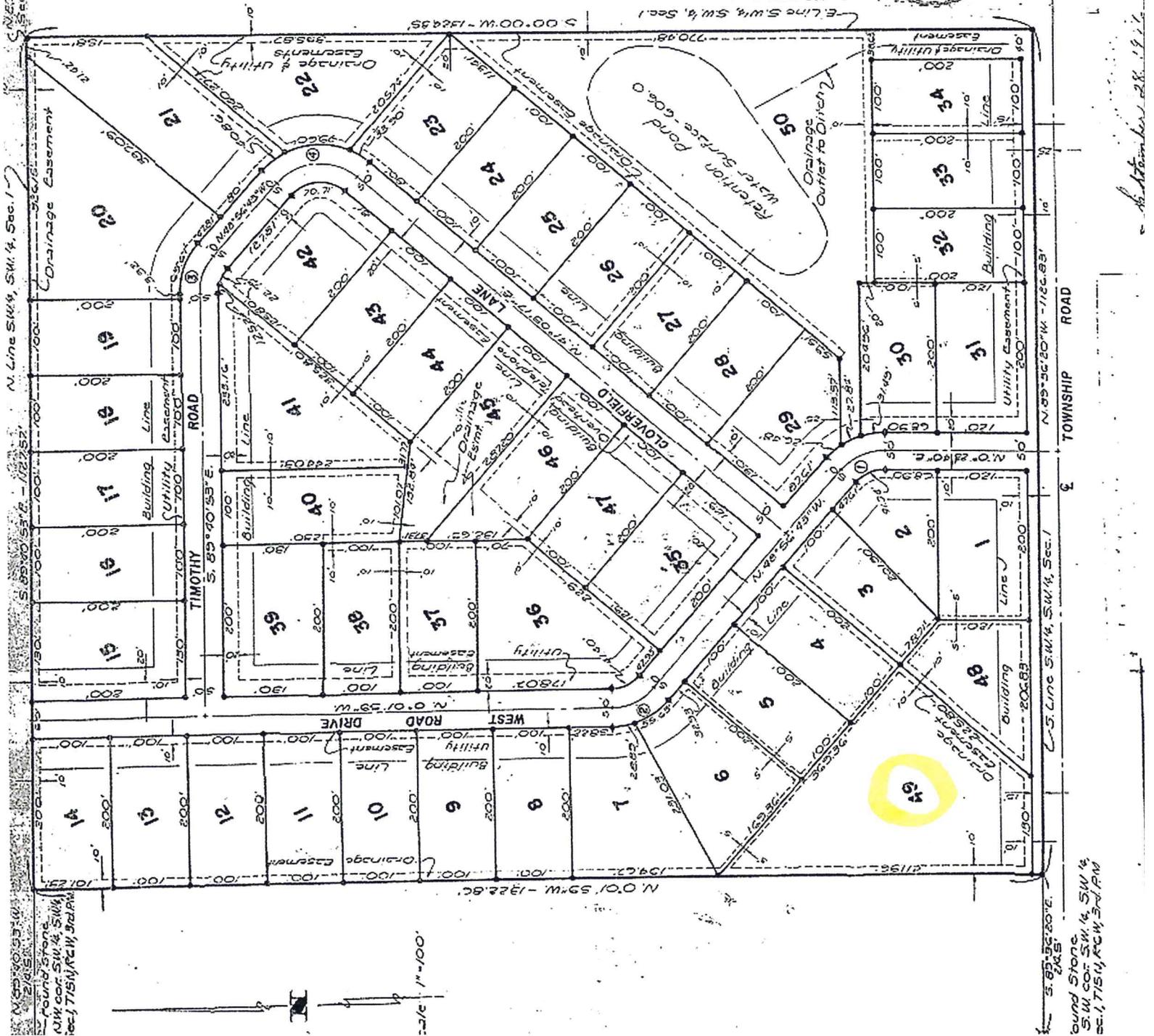
- All lot corners, angle points, points of nature are monumented with 1/2 inch iron pins.
- Chord distances are shown on curves unless otherwise indicated.
- Easements are for drainage and utility.
- All building setback lines are as otherwise indicated.
- Lot 50 to be used for drainage, utility and subdivision association.

I hereby certify that the accompanying plat correctly represents the results of a survey made under my direction.

I further certify that no part of the property covered by this plat or subdivision is situated within 500 feet of a stream or watercourse serving a primary area of 640 acres or more.

Thomas E. Blain, Surveyor
ILLINOIS LAND SURVEYOR NO. 1840

Restrictions
Doc# 5900149 M. Bird



Submitted 28. 1911.

Found Stone
SW cor. SW 1/4, SW 1/4
Sec. 1, T15N, R6W, S34R

