



# Agenda City Council Meeting

City Council Chambers  
Historic City Hall, 830 Boonville

Ken McClure, Mayor

**Zone Councilmembers**

Phyllis Ferguson, Zone 1  
Abe McGull, Zone 2  
Mike Schilling, Zone 3  
Matthew Simpson, Zone 4

**General Councilmembers**

Jan Fisk, General A  
Craig Hosmer, General B  
Andrew Lear, General C  
Richard Ollis, General D

## Upcoming Council Meeting Agenda November 4, 2019 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. October 21, 2019 City Council Meeting And October 29, 2019 Special City Council Meeting.**

Documents:

[10-21-19.PDF](#)  
[10-29-19 SPECIAL CITY COUNCIL MEETING.PDF](#)

3. **FINALIZATION AND APPROVAL OF CONSENT AGENDAS. CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.**
4. **CEREMONIAL MATTERS.**
5. **CITY MANAGER REPORT AND RESPONSES TO QUESTIONS RAISED AT THE PREVIOUS CITY COUNCIL MEETINGS.**
6. **SECOND READING AND FINAL PASSAGE. Citizens Have Spoken. May Be Voted On. Council Bill 2019-219 Was Tabled At The October 7, 2019 City Council Meeting.**

**7. Council Bill 2019-219. (McGull) Tabled At The October 7, 2019 City Council Meeting.**

A special ordinance declaring the necessity of condemning construction and permanent easements over, under, and through the following properties generally located near 340 South Patterson Avenue and west of East Horning Street, south of Elmwood Avenue in the City of Springfield, Missouri; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project-Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

Documents:

[2019-219.PDF](#)

**8. Council Bill 2019-239. (Schilling)**

A special ordinance approving a Redevelopment Plan submitted by the STL 505 Redevelopment Corporation for the redevelopment of an area generally located at 501 through 517 East Saint Louis Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff recommends approval.)

Documents:

[2019-239.PDF](#)

**9. Council Bill 2019-240. (Ollis)**

A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Traffic Technology Services, Inc., for the purpose of sharing the City's real time traffic management data to provide traffic signal information to vehicle manufacturers for "Connected Vehicle" applications.

Documents:

[2019-240.PDF](#)

**10. Council Bill 2019-242. (Hosmer)**

A special ordinance authorizing the City Manager, to enter into an Intergovernmental Agreement with the Federal Bureau of Investigation for the Springfield Police Department to participate in the Career Criminal Task Force; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$74,596.00.

Documents:

[2019-242.PDF](#)

**11. RESOLUTIONS. Citizens May Speak. May Be Voted On.**

**12. Council Bill 2019-243. (McClure)**

A resolution adopting the City of Springfield's Legislative Priorities for 2020.

Documents:

[2019-243.PDF](#)

**13. Council Bill 2019-244. (McClure)**



A resolution authorizing Councilman Richard Ollis to participate in a mobility study tour hosted by LaneShift, LLC, in New York City from March 10, 2020, through March 13, 2020.

Documents:

[2019-244.PDF](#)

14. **EMERGENCY BILLS.**
15. **PUBLIC IMPROVEMENTS.**
16. **GRANTS.**
17. **AMENDED BILLS.**
18. **COUNCIL BILLS FOR PUBLIC HEARING.**
19. **FIRST READING BILLS. Citizens May Speak. Not Anticipated To Be Voted On.**
20. **Council Bill 2019-245. (Fisk)**

A special ordinance authorizing the City Manager, or his designee, to accept grant funds from the Springfield Police Foundation totaling \$75,628.86, to fund the purchase of Photogrammetry/Mapping Software for the Traffic Section Drone, Rifle Rated Ballistic Shields, a K9 Camera System, a Long-Range Acoustic Device, and Major Crime Investigator Camera Packages; and amending the budget for the Police Department for Fiscal Year 2019-2020 in the amount of \$75,628.86.

Documents:

[2019-245.PDF](#)

21. **Council Bill 2019-246. (Schilling)**

A special ordinance authorizing the City Manager, or his designee, to accept a grant in the amount of \$10,000.00, from Community Partnership of the Ozarks for reimbursement of expenses incurred by the Springfield Police Department for participating in the Mental Health First Aid Program and amending the budget for the Police Department for Fiscal Year 2019-2020 in the amount of \$10,000.00.

Documents:

[2019-246.PDF](#)

22. **Council Bill 2019-247. (Simpson)**

A special ordinance authorizing the City Manager to enter into a contract with BKD, LLP, for the purpose of providing internal audit services for one year at a cost of \$77,586, with the option of up to four additional one-year terms.

Documents:

[2019-247.PDF](#)

23. **Council Bill 2019-248. (Ollis, Lear, And McGull)**

A general ordinance amending Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land Development Code.’ (Recommended by Plans and Policies Committee.)

Documents:

**24. Council Bill 2019-249. (Ollis, Lear, And McGull)**

A general ordinance amending the City of Springfield Land Development Code, Article IV, 'Building Trades, Appeals, and Licensing,' to clarify existing language, delete unnecessary language, and amend certain language by repealing Article IV in its entirety, and enacting in lieu thereof a new Article IV, 'Building Trades Examination and Certification Board.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-249.PDF](#)

**25. Council Bill 2019-250. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article V, 'Building Code,' in its entirety, and enacting in lieu thereof a new Article V, 'Building Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-250.PDF](#)

**26. Council Bill 2019-251. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VI, 'Electrical Code,' in its entirety, and enacting in lieu thereof a new Article VI, 'Electrical Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-251.PDF](#)

**27. Council Bill 2019-252. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VII, 'International Property Maintenance Code,' in its entirety, and enacting a new Article VII, 'International Property Maintenance Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-252.PDF](#)

**28. Council Bill 2019-253. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VIII, 'Plumbing Code,' in its entirety, and enacting in lieu thereof a new Article VIII, 'Plumbing Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-253.PDF](#)

**29. Council Bill 2019-254. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article IX, 'Mechanical Code,' in its entirety, and enacting in lieu thereof a new Article IX, 'Mechanical Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-254.PDF](#)

30. **Council Bill 2019-255. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article XIV, 'Fuel Gas Code,' in its entirety, and enacting in lieu thereof a new Article XIV, 'Fuel Gas Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-255.PDF](#)

31. **Council Bill 2019-256. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article XV, 'Private Sewage Disposal Code,' in its entirety, and enacting in lieu thereof a new Article XV, 'Private Sewage Disposal Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-256.PDF](#)

32. **Council Bill 2019-257. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article XVI, 'Existing Building Code,' in its entirety, and enacting in lieu thereof a new Article XVI, 'Existing Building Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-257.PDF](#)

33. **Council Bill 2019-258. (Ollis, Lear, And McGull)**

A general ordinance adopting the 2018 Swimming Pool and Spa Code as Article XVIII of Chapter 36 of the Springfield City Code, known as the 'Land Development Code.' (Recommended by Plans and Policies Committee.)

Documents:

[2019-258.PDF](#)

34. **Council Bill 2019-259. (Ollis, Lear, Hosmer, And McGull)**

A general ordinance adopting the 2012 International Energy Conservation Code as Article XIX of Chapter 36 of the Springfield City Code, known as the Land Development Code; declaring the intent of the currently constituted City Council to adopt the 2018 or 2021 International Energy Conservation Code to take effect on January 1, 2023; and instructing City staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted prior to such Code's adoption and to present a report regarding the input and staff's recommendations to City Council. (Recommended by Plans and Policies Committee.)

Documents:

[2019-259.PDF](#)

35. **Council Bill 2019-260. (Ollis, Lear, And McGull)**

A general ordinance amending Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code,' amending Chapter 36, Article XIII, Section 36-1302, 'Deletions, modifications, amendments, and additions, Section N1102 (R402) 'Building Thermal Envelope,' by repealing said section in its entirety and enacting in lieu thereof a new Section N1102 to take effect on July 1, 2021; declaring the intent of the currently constituted City Council to adopt the 2018 or 2021 International Residential Building Code to become effective on January 1, 2022; and instructing City staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted prior to such Code's adoption and to present a report regarding the input and staff's recommendations to City Council. (Recommended by Plans and Policies Committee.)

Documents:

[2019-260.PDF](#)

**36. Council Bill 2019-261. (Ollis, Lear, Hosmer, And McGull)**

A special ordinance authorizing the City of Springfield, Missouri, to join the commercial component of the Show Me Property Assessment Clean Energy District created pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835, known as the "Property Assessment Clean Energy Act," stating the City's intent to participate in the commercial component of the "Property Assessed Clean Energy" Program as a member of such District; requesting appointment to the District's Advisory Board; disclaiming any need for appropriation; and directing the City Clerk to send a certified copy of this Ordinance to the Board of Directors of the District. (Recommended by Plans and Policies Committee.)

Documents:

[2019-261.PDF](#)

**37. PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

**38. NEW BUSINESS.**

The Mayor recommends the following appointment to the Mayor's Commission for Children: Monica Horton with term to expire November 29, 2022.

The Mayor recommends the following appointments to the Tree City USA Citizen Advisory Committee: Kate Burns with term to expire December 1, 2020; Susan Turner and Will Branch with terms to expire December 1, 2021; and Aaron Scott with term to expire December 1, 2022.

The Mayor recommends the following reappointment to the Tree City USA Citizen Advisory Committee: Nick Baker with term to expire December 1, 2022.

**39. UNFINISHED BUSINESS.**

**40. MISCELLANEOUS.**

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

**42. Council Bill 2019-262. (Schilling)**

A special ordinance relinquishing certain sanitary sewer easements located at 3145 and 3155 South Campbell Avenue for the purpose of accommodating new development at said locations.

Documents:

[2019-262.PDF](#)

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

44. **CONSENT AGENDA – SECOND READING BILLS.**

45. **END OF CONSENT AGENDA.**

46. **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.*

**October 21, 2019**  
**Springfield, Missouri**

The City Council met in regular session October 21, 2019 in the Council Chambers at Historic City Hall. The meeting was called to order by Mayor Ken McClure. A moment of silence was observed.

- Roll Call** Present: Richard Ollis, Andrew Lear, Abe McGull, Matthew Simpson, Mike Schilling, Phyllis Ferguson, Jan Fisk, Craig Hosmer, and Ken McClure. Absent: None.
- Minutes** The minutes of the October 7, 2019 City Council Meeting and October 8, 2019 Special City Council Meeting were approved as presented.
- Consent Agenda** No action was taken.

**CEREMONIAL MATTERS**

- City Manager Report** Mary Lilly Smith, Director of Planning & Development provided the City Manager's report in the absence of City Manager Jason Gage.

Ms. Smith noted Public Works, Springfield Fire, Springfield Police and City Utilities worked overnight, responding to damage caused by the early morning storms. Citizens are encouraged to call 417-864-1010 to report downed trees and report outages to City Utilities at [cityutilities.net](http://cityutilities.net). As of noon, about 1,900 customers remain without power, but that's down from nearly 9,500. Public Works responded to 51 calls for service to remove trees and debris from roadways and sidewalks which were cleared by 3:30 p.m.

Ms. Smith further noted the Department of Environmental Services manages three drop-off recycling centers that accept leaves, sticks and other yardwaste from 8 a.m. to 6 p.m., Tuesday-Saturday. These services are free to residents of Springfield and Greene County. She added, for more information, citizens could visit [springfieldmo.gov](http://springfieldmo.gov).

Ms. Smith noted Representatives from area health and public safety agencies convened an emergency meeting last week to discuss a dramatic spike in drug overdoses in our area. Because Fire and Emergency Medical Services (EMS) personnel are often the first the scene of an overdose, they were the first to spot this alarming spike. Additional information from a working group will be provided in the days and weeks ahead.

Ms. Smith noted the Mayors and public safety officials from four of Missouri's largest cities are working together on a common agenda to make our cities safer from violent crime. She thanked Mayor McClure for hosting the group in Springfield in September and reconvening it on Friday for a strategy session that included Governor Mike Parson. All four Mayors identified gun violence as a top concern related to violent crime. The Mayors agreed to move forward together, and in cooperation with state and federal officials.

Ms. Smith noted Police Chief Paul Williams provided members of Council with the September 2019 Uniform Crime Report.

Ms. Smith noted Mick Cornett, four-term Oklahoma City Mayor and author of the book, *The Next American City*, will be a feature speaker at the October 23 Forward SGF event. The event starts at 6:30 p.m. at the Springfield Art Museum and will be livestreamed on the City's Facebook page.

Ms. Smith congratulated Springfield Art Museum Director Nick Nelson, who won the Phoenix Award at the Springfield Regional Arts Council's Ozzie Awards Banquet Saturday night.

Ms. Smith noted between 5,000 and 6,000 St. Louis Blues fans came out in force to welcome the Stanley Cup to Springfield on October 10. Blues officials expressed their belief that Springfield accomplished the most photos of any individual Blues Stanley Cup tour day since the team won the Cup in June.

Mayor McClure noted he was honored to attend the Ozzie Awards to recognize the superb work Director Nick Nelson has done with the Art Museum.

Mayor McClure noted it was an honor to host the mayors of Kansas City, Saint Louis, Columbia, and Governor Parson. He noted each community shared aspects of concern regarding safety. He noted he was saddened to learn of the recent spike in overdoses within our community. Mayor McClure noted the tragedy of overdoses fits well into the conversation that is taking place regarding community safety issues. He added conversations between our respective communities will continue to take place.

#### **The following bills appeared on the agenda under Second Reading Bills**

#### **Short-Term Loan Establishments**

Sponsor: Schilling, Hosmer, Ollis, and Simpson. Council Bill 2019-104. A general ordinance adopting Springfield City Code Chapter 70, 'Licenses, Permits and Miscellaneous Business Regulations,' Article XVIII, 'Short-Term Loan Establishments,' to establish regulations for short-term loan establishments, including a permit requirement and registration fee.

Mayor Pro Tem Ferguson noted the payday loan conversation has been an ongoing discussion. She noted as a council the limited actions they may take. She expressed her concern regarding high interest being charged. She noted City Manager Jason Gage is creating a task force lead by Janet Dankert from Community Foundation of the Ozarks to investigate what can be accomplished on a local level to aid citizens in high levels of debt.

Councilman Schilling expressed his support for the proposed and noted the bill puts the issue before voters. He expressed his belief the legislature has been resistant to act on the issue despite other states having success in regulation. He further expressed his concern for the high poverty rate in Springfield and the feeling that the status quo was a license for larceny.

Mayor Pro Tem Ferguson moved to table Council Bill 2019-104 and Council Bill 2019-104 Substitute 1 until the February 10, 2020 City Council meeting. Councilwoman Fisk seconded the motion and it was approved by the following vote:

Ayes: McGull, Simpson, Ferguson, Fisk, and McClure. Nays: Ollis, Lear, Schilling, and Hosmer. Absent: None. Abstain: None.

**Rezoning 852  
and 906 S  
National and  
1224 and 1234 E  
Page**

Sponsor: McGull. Council Bill 2019-228. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 2.2 acres of property, generally located at 852 and 906 South National Avenue and 1224 and 1234 East Page Street, from R-HD, High-Density Multifamily Residential District and R-SF, Single-Family Residential District within Urban Conservation District No. 2, Areas A and D, to Planned Development No. 372; and adopting an updated Official Zoning Map. (Planning and Zoning Commission Commission and Staff recommend approval.) (By: Board of Missouri General Baptist Association and Wenping Qui Etal; 852 & 906 South National Avenue and 1224 & 1234 E. Page Street; Planned Development No. 372.)

Council Bill 2019-228. General Ordinance 6550 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.

**Kansas &  
Kearney CID**

Sponsor: Ferguson. Council Bill 2019-229. A special ordinance approving a Petition to Re-establish the Kansas and Kearney Community Improvement District; authorizing the City Manager to execute a Cooperative Agreement between the City, the District, and the Kansas & Kearney Intersection Center, LLC; and directing the City Clerk to notify the Missouri Department of Economic Development and the Greene County Clerk of the creation of the District. (Staff recommends approval.)

Council Bill 2019-229. Special Ordinance 27244 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.

**Rezoning 833,  
911, and 921 East  
Division and  
1500 Block of  
North Sherman  
Avenue and 824  
and 826 East  
Locust**

Sponsor: Ferguson. Council Bill 2019-230. A general ordinance amending the Springfield Land Development Code, Section 36-306, 'Official zoning map and rules for interpretation,' by rezoning 3 acres of property, generally located at 833, 911, and 921 East Division Street, the 1500 Block of North Sherman Avenue, and 824 and 826 East Locust Street from R-SF, Single-Family Residential, R-TH, Residential Townhouse, and LB, Limited Business to GI, Government and Institutional Use District; and adopting an updated Official Zoning Map. (Staff and Planning and Zoning Commission Commission both recommend approval.) (By: Springfield Public Schools; 833, 911 & 921 East Division Street, 1500 Block of North Sherman Avenue & 824, 826 East Locust Street; Z-20-2019.)

Council Bill 2019-230. General Ordinance 6551 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.



**Conditional Use  
Permit 439 - 2675  
South Jefferson**

Sponsor: Simpson. Council Bill 2019-231. A special ordinance granting Conditional Use Permit No. 439 for the purpose of reducing the front yard setback for structures built within the R-LD, Low-density Multifamily Residential District, generally located at 2675 South Jefferson Avenue. (Staff and Planning and Zoning Commission Commission both recommend approval.)

Council Bill 2019-231. Special Ordinance 27245 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.

**Master Lease  
Purchase  
Agreement**

Sponsor: Ollis. Council Bill 2019-232. A special ordinance authorizing the City of Springfield, Missouri, to enter into a Master Equipment Lease Purchase Agreement and related Schedule or Schedules of Equipment, the proceeds of which will be used to pay the costs of acquiring equipment for the City, to do all things necessary to carry out the lease-purchase transaction, including the execution of certain documents in connection therewith; and amending the budget of the City for Fiscal Year 2019-2020 in the amount of \$517,250.

Council Bill 2019-232. Special Ordinance 27246 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.

**Salary Ordinance**

Sponsor: Ollis. Council Bill 2019-233. A general ordinance amending Chapter 2, Section 2-92 of the Springfield City Code, known as the 'Salary Ordinance,' for the purpose of adding four new job titles to the Crafts, Trades and Labor salary schedule and two new job titles to the Professional, Administrative and Technical salary schedules and adding one additional full time equivalent position for the new job title of Airport Custodian; and amending the Fiscal Year 2019-2020 budget of the Airport Board, to adjust the authorized employee positions.

Council Bill 2019-233. General Ordinance 6552 was approved by the following vote:  
Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure.  
Nays: None. Absent: None. Abstain: None.

**The following bills appeared on the agenda under Resolutions**

**Sexual Assault  
Task Force  
Extension**

Sponsor: McClure. Council Bill 2019-236. A resolution extending the term of the Sexual Assault Task Force until November 30, 2019.

Rhonda Lewsader, City Attorney provided a brief overview of the proposed. Ms. Lewsader noted the original task force scope of work was to sunset for August 31 but was extended to October 31. She noted the resolution would extend the task force sunset once again to allow the Task Force to provide their recommendations which has been scheduled for November 12, 2019.

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

Council Bill 2019-236. Resolution 10480 was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: None.

## **Galloway Redevelopment**

Sponsor: Simpson. Council Bill 2019-237. A resolution accepting Staff's recommendations regarding the Galloway Redevelopment Area and directing staff to utilize said recommendations when evaluating proposed development in the policy area. (Staff recommends support.)

Olivia Hough, Senior City Planner provided a brief overview of the proposed. Ms. Hough provided background on the timeline concerning Council Resolution 10408 that provided a 270-day administrative delay on rezonings and lot combinations. Ms. Hough discussed the report containing the common themes from public engagement meetings, including preservation of natural amenities, atmosphere, and topography. She noted if adopted staff will use the report to review development proposals and recommend conditional overlay districts. Ms. Hough noted Planning and Zoning Commission rules and procedures required five votes to approve or deny a policy. If after the third vote there are still not five affirmative votes, the item proceeds to Council as a denial. She noted Planning and Zoning Commission did not receive five affirmative votes during the three consecutive meetings, therefore the proposed is coming forward with a recommendation of denial from Planning and Zoning Commission. City Staff however is recommending approval.

Mayor McClure asked Ms. Hough if there are nine members of Planning & Zoning Commission. Ms. Hough answered affirmatively. Mayor McClure asked if there were ever nine members present at any of the three meetings. Ms. Hough noted there were not.

Councilman Ollis asked for clarification regarding limiting uses for specific retail. Ms. Hough noted the recommended conditional overlay district would come forward to Council and staff would provide a recommendation, such as limiting fast-food establishments in the area. Councilman Ollis asked if voting for the resolution would limit developmental uses. Mary Lilly Smith, Director of Planning and Development responded the proposed will serve as a policy document. Councilman Ollis asked if the list of establishments prohibited from development in the zone was comprehensive. Ms. Hough noted the area is still zoned primarily as single family, so if someone requested the use of retail space within the single-family zone, staff would refer to this policy document. Councilman Ollis asked if the establishment is not on the list provided, would it qualify for development. Ms. Smith answered affirmatively. Councilman Ollis asked if the lots on Battlefield and Loan Pine were included or excluded. Ms. Hough noted the version before City Council includes Battlefield and Loan Pine.

Mayor McClure noted Planning and Zoning Commission voted 8-0 on the amended proposal but failed to have an affirmative five votes to send the recommendation to Council.

Councilman Ollis discussed the ongoing comprehensive planning process, Forward SGF, and asked what impact City Council would have by passing the resolution. He

further questioned what would prevent other neighborhoods from coming forward with their own plans before the comprehensive planning was finished. Ms. Hough noted the issue was tasked to staff before the start of the comprehensive planning process was started. Councilman Ollis asked if other neighborhoods would be coming forward with their own plans before the comprehensive plan is finished. Ms. Smith noted she did not believe so and had this issue come before Council after the comprehensive plan started, she would have recommended Council not proceed with tasking staff to create this policy document.

Mayor Pro Tem Ferguson noted manufacturing on the south side of Loan Pine has been part of Galloway village for many decades and is glad to see the plan addressing the protection of that livelihood. She noted as SGF Forward continues she is hopeful that staff will be able to put something together to truly address all neighborhoods.

Councilman Lear asked if the entire document is an ordinance or a policy. Ms. Hough noted it is a policy. Councilman Lear asked for clarification if the items presented before Council, like the Galloway redevelopment, would be analyzed using this policy, and if it works in conjunction with the ongoing comprehensive plan. Ms. Hough answered affirmatively.

Councilman Simpson asked if a substitute bill could contain the recommended amendment that Planning and Zoning Commission approved. Ms. Hough answered affirmatively. Councilman Simpson asked if the process for a substitute would require the document go back to Planning and Zoning Commission for approval. Ms. Smith noted it would not, but it would have to layover.

Councilman Hosmer asked if the recommendation from staff was to keep the south and southeast corners of Battlefield and Lone Pine included. Ms. Hough answered affirmatively. Councilman Hosmer asked if that is also what the neighborhood wanted. Ms. Hough noted the neighborhood agreed.

Councilman Hosmer noted the recommendation from Planning and Zoning Commission is essentially a nullity since they did not pass the amended policy procedurally. Rhonda Lewsader, City Attorney noted procedurally it was a denial as far as carving the corner out because Planning and Zoning Commission approved the motion but did not approve sending the policy forward to City Council.

An opportunity was given for citizens to express their views.

Marcie Kirkup, President of the Galloway Village Neighborhood Association spoke in support of the proposed. Ms. Kirkup acknowledged and thanked the work done for city staff. She noted the association is not anti-development and the association's preference would have been to adopt an overarching conditional overlay district. She noted the recommendations of city staff will help adjust some inequities so the intended spirit of city codes are applied and honored for the area. Ms. Kirkup requested on behalf of the Galloway Village Neighborhood Association, City Council approve staff recommendations as a first step in protecting the distinctive character of the neighborhood.

Britton Jobe spoke in opposition of the proposed. Mr. Jobe expressed his disappointment in how the recommendation for denial from Planning and Zoning Commission was portrayed and offered clarity on the subject. He expressed his opinion the vote was not a procedural denial, but a substantive denial.

Councilman Hosmer asked what the significance between a procedural and substantive denial was. Mr. Jobe noted it reflects the hours spent debating and listening to evidence rather than a reflection of members failing to show up for a vote. Councilman Hosmer noted regardless, the vote would come to City Council. Mr. Jobe agreed and noted his appearance before Council was to provide clarity. Councilman Hosmer noted councilmembers were provide a brief of the Planning and Zoning Commission meeting and were aware of the vote. Mr. Jobe expressed his belief citizens would not be aware of that distinction since they mainly look at the City Council Agenda and it was not noted.

Mayor McClure noted the public does have access to all the meeting minutes and agendas. Mr. Jobe expressed his belief of the importance of consistency on listing Planning and Zoning Commission results on City Council agenda.

Councilman Simpson expressed his belief of the importance of hearing from young professionals like Mr. Jobe. He asked if there were elements of the proposal that are overly restrictive to development. Mr. Jobe noted he felt the recommendations were arbitrary as they did not have specific design guidelines regarding village character. He also expressed his belief the discouragement of mixed-use and medium density areas is a problem for many young professionals. Councilman Simpson asked if providing general guidelines is more restrictive than providing specific guidelines. Mr. Jobe expressed his belief it would be less predictable for developers and residents.

Councilman Schilling expressed concern pertaining to attendance with Planning and Zoning Commission members. Mr. Jobe agreed and reiterated the distinction between a procedural denial and a substantive denial vote.

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

Councilwoman Fisk noted she was a member of Council when the vote for blight took place. She recalled driving by the area and seeing a concrete foundation with weeds growing around it, located in a prominent section of the parkway. She further noted since the vote for blight, the area has added attractive upscale housing, restaurants, and retail shops among many other assets. She expressed her hesitancy to interrupt the developmental progress of the area and would like the individual projects to go before Planning and Zoning Commission as well as City Council to be reviewed. She noted she is not against the recommendations but believes there is a more appropriate format moving forward.

Councilman Lear discussed the time staff and community members spent creating the policy. He expressed his opinion members of the community will still go before Planning and Zoning Commission and Council for review, and the recommended policy provides

guidelines councilmembers will need to consider. He expressed his support for further development of Galloway and expressed his support of the proposed.

Councilman Ollis expressed his belief Galloway is special, noting its attractiveness for development. He expressed his belief the comprehensive plan will look at a way forward for the entire community, including Galloway and therefore would not be supporting the proposed.

Councilman McGull noted he met with citizens living in Galloway and expressed his belief the policy is a good start, as well as a good compromise, between citizens and the city.

Mayor Pro Tem Ferguson expressed her support of the proposed. She noted the time staff and community members took in developing the policy.

Councilman Simpson expressed his support of the proposed. He expressed his opinion that Galloway is an attractive area of development for young professionals.

Councilman Hosmer expressed his support of the proposed. He praised the City and Galloway working together to develop a plan moving forward with development. He expressed his belief maintaining a sense of place by preventing distracting businesses from developing within the zoned area is important.

Mayor McClure expressed his support of the proposed. He thanked staff and stakeholders for the time they dedicated to develop the plan.

Council Bill 2019-237. Resolution 10481 was approved by the following vote: Ayes: Lear, McGull, Simpson, Schilling, Ferguson, Hosmer, and McClure. Nays: Ollis and Fisk. Absent: None. Abstain: None.

## **EMERGENCY BILLS**

## **PUBLIC IMPROVEMENTS**

### **The following bills appeared on the agenda under Grants**

#### **Department of Justice Grant**

Sponsor: Lear. Council Bill 2019-238. A special ordinance authorizing the City Manager, or his designee, to accept funding from the United States Department of Justice, Office on Violence Against Women in the amount of \$500,000.00 for the Improving Criminal Justice Responses to Domestic Violence, Dating Violence, Sexual Assault, and Stalking Grant; amending the budget of the Springfield-Greene County Health Department for Fiscal Year 2019-2020 in the amount of \$500,000.00; and declaring that this Ordinance qualifies for approval after one reading.

Clay Goddard, Director of Public Health and Welfare provided a brief overview of the proposed. He noted the proposed would allow for two victim advocates to be hired for the Victim Center and Harmony House under the Springfield Police Department.

Councilman Simpson asked about plans regarding the sustainability of the new hired positions. Paul Williams, Chief of Police noted the intent moving forward is to preserve those positions.

Mayor Pro Tem Ferguson thanked Chief Williams and the collaboration with staff in putting the grant together.

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

Councilman McGull noted based on his employment with the Department of Justice he would be abstaining from voting on the proposed.

Council Bill 2019-238. Special Ordinance 27247 was approved by the following vote: Ayes: Ollis, Lear, Simpson, Schilling, Ferguson, Fisk, Hosmer, and McClure. Nays: None. Absent: None. Abstain: McGull.

## **AMENDED BILLS**

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

#### **East Saint Louis Street Blight**

Sponsor: Schilling. Council Bill 2019-239. A special ordinance approving a Redevelopment Plan submitted by the STL 505 Redevelopment Corporation for the redevelopment of an area generally located at 501 through 517 East Saint Louis Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff recommends approval.)

Sarah Kerner, Director of Economic Development provided a brief overview of the proposed. Ms. Kerner highlighted key elements of the redevelopment plan such as the blight report, redevelopment plan, and tax impact analysis. She noted the redevelopment plan conforms to the Springfield-Greene County Comprehensive Plan. The plan includes the demolition and consolidation of parcels in order to construct new five-story student housing development with a 171-space parking garage in the basement. She noted the developer requested abatement for fifteen years.

Councilman McGull noted the facility has five-hundred and twenty-six beds with one-hundred and seventy-one parking spaces and expressed his concern with parking scarcity downtown. He asked if there were ongoing discussions to improve the number of parking spots under the proposal. Ms. Kerner noted there were several discussions that brought the number from zero parking spaces to the current level, but she would defer to the developer regarding the discussion to increase the total.

Councilman Simpson asked if walkability was being considered as a component of the comprehensive plan. Mary Lilly Smith, Director of Planning and Development noted the

Forward SGF Comprehensive Plan would include a specific Center City Plan element and anticipates parking will be a part of that.

Councilman Lear asked for clarification regarding a slide noting the applicants' projections were not entirely supported by current market data. Ms. Kerner noted different models can project varying results which can change calculations regarding the length of abatement.

An opportunity was given for citizens to express their views.

Shelli Ulmer spoke in support of the proposed. She noted her appearance before Council was to make herself available for any questions as she was an architect on the project.

Councilman Ollis asked if there were any other units available for non-students. Ms. Ulmer noted the developer is gearing the units toward students due to the proximity of higher-education institutions but may include non-student units later.

Mayor Pro Tem Ferguson noted the decrease in student enrollment around May and inquired about the length of leases. Ms. Ulmer noted the question could be better answered by the developer.

Councilman Lear asked if there were any other opportunities for retail development on the first floor. Ms. Ulmer noted the plans have it left as an open spot for future development.

Steve Papa, Co-Developer with College Town International spoke in support of the proposed. He discussed the significant time spent meeting with various groups in developing the proposal. He expressed his belief the area for development does not require parking be included, however, it is something that needs addressed. He noted discussions are ongoing to secure the shortage of parking to not be at a competitive disadvantage in renting units. He expressed confidence that the needed parking will be acquired.

Mayor Pro Tem Ferguson asked for clarification regarding the length of the leases and summertime student enrollment drops. Mr. Papa noted they paid for a third-party market study that showed a need for young professional housing. He noted the studio apartments are geared toward the young professional demographic with twelve-month leases.

Councilman McGull reiterated the need for parking downtown and his support for proposals containing adequate parking. Mr. Papa praised the downtown connectivity to the university and other amenities regarding the busing system. He noted despite students who lack transportation having access to other means, their intent remains to have adequate parking for every unit rented.

Councilwoman Fisk asked if the rental rates have been established. Mr. Papa noted a figure has been produced after a marketplace study was conducted.

Mayor McClure noted in 1921 the University Club placed a plaque on the west wall recognizing the first classical academy in southwest Missouri. He stated he was aware of the plaque in 2007 when the facility was razed, but was unable to recall if the plaque has been successfully removed at that time. He requested the plaque be returned to Missouri State University if it is still present. Mr. Papa noted the plaque has already been removed and they intend to have it restored and placed on the St. Louis side of the building as a historical marker.

Lonnie Funk spoke in opposition to the proposed. He spoke on behalf of the owners of Beacon Student Housing among other properties. He expressed his belief economic conditions are not the same as they were a decade ago, making a twenty-five-year abatement seem unnecessary. He continued, developers received abatements for ten years under harder economic conditions a decade ago, and therefor believes a fair compromise would be to offer the same to current applicants for abatements.

Rusty Worley, Executive Director of the Downtown Springfield Association spoke in support of the proposed. Mr. Worley discussed the vast development within the corridor over the past several years. He noted during conversations with the developer they emphasized the importance of acquiring additional parking.

Tim Roth, President of the Greater Springfield Apartment and Housing Association spoke in opposition of the proposed. Mr. Roth noted his concern with passing the measure without knowing the specific ratio of parking spaces to occupied beds.

Mayor Pro Tem Ferguson asked for clarity regarding the number of beds Mr. Roth represents. Mr. Roth noted the agency represents approximately ten-thousand units, not beds. She asked how many private parking spaces are provided. Mr. Roth noted it is dependent on the zoning in which the units reside. She asked if there must be an equal number of spaces per unit. Mr. Roth noted they try to have at least one parking space per unit and has purchased a parking garage at his own expense.

Shawn Whitney spoke in support of the proposed. Mr. Whitney noted the development project is eligible for a ten-year tax abatement with zero parking spaces provided. He expressed his opinion the developers have gone above the requirements to add underground parking as well as potential off-sight parking.

Councilwoman Fisk expressed her opinion many young professionals either do not own a car or choose not to drive. She added alternative transportation methods have changed the mobility options available to young professionals and therefor sees the parking ratio issue in a different context.

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

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



**Agreement with  
Traffic  
Technology  
Services for  
Connected  
Vehicle  
Applications**

Sponsor: Ollis. Council Bill 2019-240. A special ordinance authorizing the City Manager, or his designee, to enter into an agreement with Traffic Technology Services, Inc., for the purpose of sharing the City's real time traffic management data to provide traffic signal information to vehicle manufacturers for "Connected Vehicle" applications.

Tom Dancey, Traffic Engineer provided a brief overview of the proposed. Mr. Dancey discussed the advancement in technology present in vehicles. He noted the proposal allows vehicles to connect to existing central traffic signal system. He added MODOT has executed a similar agreement statewide for all their traffic signals.

Councilman McGull asked about protection of data being exploited. Mr. Dancey noted the only information that would be provided is information in the traffic system, such as program operations, current status of active stoplight color, or if a vehicle is detected as being present. The data acquired would not be personally identifiable.

There being no appearances the public hearing was declared closed.

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

**Intergovernment  
Agreement for  
Pictometry**

Sponsor: McGull. Council Bill 2019-241. A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into revised intergovernmental cooperative agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to complete the second flight project authorized in contract 2017-1804 with Pictometry International Corporation for the cooperative purchase of oblique and orthogonal imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$293,788.43 for contributions from the City's partners based on the revised intergovernmental cooperative agreements.

Nathan Huggins, GIS and Asset Systems Manager provided a brief overview of the proposed. Mr. Huggins noted this bill enables the City to fund the final flight on an existing contract to purchase aerial imagery from Pictometry International Corporation. The flight will capture imagery covering the entire area of both Greene and Christian County. Once delivered the imagery will be integrated throughout the City's GIS system as well as public facing webmaps. Mr. Huggins noted up to date imagery is a critical component of public safety, effective emergency response, economic development, as well as several of the city's day to day operations. He further noted this aerial flight is funded through a cost share between the City of Springfield, the Cities of Nixa, Ozark, Republic, Greene and Christian County, as well as City Utilities and the Ozark Transportation Organization.

Councilman Hosmer asked if the State of Missouri participates. Mr. Huggins noted the state does not.

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

Mayor McClure noted due to pending deadlines, Council Bill 2019-241 will be voted on at the October 29, 2019 Special City Council Meeting.

**Agreement with  
the Federal  
Bureau of  
Investigation for  
Career Criminal  
Task Force**

Sponsor: Hosmer. Council Bill 2019-242. A special ordinance authorizing the City Manager, to enter into an Intergovernmental Agreement with the Federal Bureau of Investigation for the Springfield Police Department to participate in the Career Criminal Task Force; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$74,596.00.

Paul Williams, Chief of Police provided a brief overview of the proposed. Chief Williams noted the FBI approached him regarding the proposal. He explained the budget adjustment provides overtime pay for four city detectives to work cases the FBI may adopt on the federal level.

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

**The following item appeared under Petitions, Remonstrances, and  
Communications**

**Appeared**

Ms. Marcy Bunch wished to address City Council. Ms. Bunch noted city ordinances and codes do not require a home be habitable; the language is concerned with safety. Ms. Bunch noted the prevalence of neglected homes in Springfield and requested councilmembers find ways to address the ordinance language.

Councilman Ollis asked if the home Ms. Bunch referenced is in current violation of city codes and ordinances. Ms. Bunch noted under the current language of the ordinances, the home is not in violation.

Mayor Pro Tem Ferguson noted a tarp of any color may be used as a roof cover under the ordinance language. Ms. Bunch noted the example as a safety issue but does not address habitableness of the home.

Councilman Lear asked for clarification regarding the location of the home. Ms. Bunch noted the address is 2302 West Bodeb Street.

**NEW BUSINESS**

**UNFINISHED BUSINESS**

**MISCELLANEOUS**

**CONSENT AGENDA FIRST READING BILLS**

**CONSENT AGENDA ONE READING BILLS**

**CONSENT AGENDA SECOND READING BILLS**

## **END OF CONSENT AGENDA.**

### **Motion to Adjourn**

Councilman McGull moved to Adjourn. Councilman Simpson seconded the motion, and it was approved by the following vote: Ayes: Ollis, Lear, McGull, Simpson, Schilling, Ferguson, Fisk, and McClure. Nays: Hosmer. Absent: None. Abstain: None. The meeting adjourned at approximately 9:00 p.m.

Prepared by  
Johnathan Saunders

Anita J. Cotter, CMC/MRCC

City Clerk

**October 29, 2019**  
**Springfield, Missouri**

The City Council met in special session October 29, 2019 in the Councilman Denny Wayne Conference Room (Busch Building, 4<sup>th</sup> Floor). The meeting was called to order by Mayor Ken McClure.

**Roll Call**

Present: Richard Ollis, Andrew Lear, Matthew Simpson, Mike Schilling, Jan Fisk, Craig Hosmer and Ken McClure. Absent: Abe McGull and Phyllis Ferguson.

**SECOND READING**

**Agreement for  
Pictometry**

Sponsor: McGull. Council Bill 2019-241. A special ordinance authorizing the City Manager, or his designee, on behalf of the City of Springfield, to enter into revised intergovernmental cooperative agreements with City Utilities of Springfield, Missouri, Christian and Greene counties in Missouri, the cities of Nixa, Ozark and Republic, Missouri, and the Ozarks Transportation Organization to complete the second flight project authorized in contract 2017-1804 with Pictometry International Corporation for the cooperative purchase of oblique and orthogonal imagery to be used with each entity's Geographic Information System; and amending the budget for the Department of Public Works for Fiscal Year 2019-2020 in the amount of \$293,788.43 for contributions from the City's partners based on the revised intergovernmental cooperative agreements.

Council Bill 2019-241. Special Ordinance 27248 was approved by the following vote: Ayes: Ollis, Lear, Simpson, Schilling, Fisk, Hosmer, and McClure. Nays: None. Absent: McGull and Ferguson. Abstain: None.

**RESOLUTIONS**

**EMERGENCY BILLS**

**PUBLIC IMPROVEMENTS**

**GRANTS**

**AMENDED BILLS**

**PUBLIC HEARING**

**FIRST READING**

**NEW BUSINESS**

**UNFINISHED BUSINESS**

**MISCELLANEOUS**

**CONSENT AGENDA FIRST READING BILLS**

**CONSENT AGENDA ONE READING BILLS**

**CONSENT AGENDA SECOND READING**

**END OF CONSENT AGENDA**

**Closed  
Session**

Councilman Hosmer moved City Council hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a

public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

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

Anita J. Cotter, CMC/MRCC  
City Clerk

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 14  
Filed 09-17-19

Sponsored by McGull

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

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

COUNCIL BILL 2019- 219

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

### AN ORDINANCE

DECLARING the necessity of condemning construction and permanent easements over, under, and through the following properties generally located near 340 South Patterson Avenue and west of East Horning Street, south of Elmwood Avenue in the City of Springfield, Missouri; and authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project-Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

WHEREAS, Public Works is attempting to alleviate storm water issues in the Beechwood Heights subdivision by installation of curbs and gutters, underground pipe and box culverts, and open grass channel, identified as project #2015PW0091WTE; and

WHEREAS, City staff have successfully negotiated agreements regarding the necessary rights-of-way from seventeen (17) out of nineteen (19) properties within the Project area and now must proceed with condemnation in order to ensure timely completion of the Project.

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

Section 1 – City Council hereby declares it necessary to condemn the following described property, for the purpose of constructing and maintaining storm water improvements including curbs and gutters, underground pipe and box culverts, and open grass channel, including necessary fixtures and appurtenances, for the Beechwood Heights Storm Water Project-Phase I, identified as project #2015PW00091WTE, to-wit:

Owner of Tract 1 is Deck Investments, LLC, a Missouri Limited Liability Corporation.

Tract #1:

**PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:**

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 319.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID WEST LINE A DISTANCE OF 20.42 FEET; THENCE SOUTH 83°19'10" WEST A DISTANCE OF 73.81 FEET; THENCE NORTH 87°54'09" WEST A DISTANCE OF 144.55 FEET; THENCE NORTH 85°49'38" WEST A DISTANCE OF 391.86 FEET; THENCE NORTH 65°53'57" WEST A DISTANCE OF 76.55 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 32.39 FEET; THENCE SOUTH 65°08'27" EAST A DISTANCE OF 79.73 FEET; THENCE SOUTH 87°01'51" EAST A DISTANCE OF 145.46 FEET; THENCE SOUTH 87°45'56" EAST A DISTANCE OF 367.92 FEET; THENCE SOUTH 82°00'21" EAST A DISTANCE OF 93.80 FEET TO THE POINT OF BEGINNING, CONTAINING 24,236 SQUARE FEET, MORE OR LESS.

**TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:**

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 300.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID LINE A DISTANCE OF 19.79 FEET; THENCE NORTH 82°00'21" WEST A DISTANCE OF 93.80 FEET; THENCE NORTH 87°45'56" WEST A DISTANCE OF 367.92 FEET; THENCE NORTH 87°01'51" WEST A DISTANCE OF 145.46 FEET; THENCE NORTH 65°08'27" WEST A DISTANCE OF 79.73 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 20.10 FEET; THENCE SOUTH 67°03'59" EAST A DISTANCE OF 118.60 FEET; THENCE SOUTH 88°10'35" EAST A DISTANCE OF 413.51 FEET; THENCE SOUTH 86°33'00" EAST A DISTANCE OF 155.88 FEET TO THE POINT OF BEGINNING, CONTAINING 9,462 SQUARE FEET, MORE OR LESS.

ALSO,

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 340.35 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°30'23" WEST ALONG SAID WEST LINE A DISTANCE OF 14.46 FEET; THENCE SOUTH 84°38'01" WEST A DISTANCE OF 139.85 FEET; THENCE NORTH 85°18'15" WEST A DISTANCE OF 541.96 FEET; THENCE NORTH 1°30'23" EAST A DISTANCE OF 39.63 FEET; THENCE SOUTH 65°53'57" EAST A DISTANCE OF 76.55 FEET;

THENCE SOUTH 85°49'38" EAST A DISTANCE OF 391.86 FEET; THENCE SOUTH 87°54'09" EAST A DISTANCE OF 144.55 FEET; THENCE NORTH 83°19'10" EAST A DISTANCE OF 73.81 FEET TO THE POINT OF BEGINNING, CONTAINING 11,799 SQUARE FEET, MORE OR LESS.

Note: The above described temporary construction easement shall terminate one year from the date a notice to proceed is issued by the City of Springfield for construction to begin, or upon the expiration of six months after completion and acceptance of the construction project by City of Springfield, whichever shall occur last.

Owner of Tract 2 is Deck Investments, LLC, a Missouri Limited Liability Corporation.

Tract #2

**PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:**

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 269.34 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°30'23" WEST A DISTANCE OF 32.39 FEET; THENCE NORTH 60°29'03" WEST A DISTANCE OF 40.07 FEET; THENCE SOUTH 77°41'33" WEST A DISTANCE OF 77.21 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF BURLINGTON NORTHERN SANTA FE RAILROAD; THENCE NORTH 59°35'27" WEST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 51.59 FEET; THENCE NORTH 77°41'33" EAST A DISTANCE OF 73.80 FEET; THENCE NORTH 87°51'34" EAST A DISTANCE OF 44.86 FEET; THENCE SOUTH 69°33'51" EAST A DISTANCE OF 41.32 FEET TO THE POINT OF BEGINNING, CONTAINING 4,327 SQUARE FEET, MORE OR LESS.

**TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:**

A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST ADDITION A DISTANCE OF 269.34 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE NORTH 69°33'51" WEST A DISTANCE OF 41.32 FEET; THENCE SOUTH 87°51'34" WEST A DISTANCE OF 44.86 FEET; THENCE SOUTH 77°41'33" WEST A DISTANCE OF 13.46 FEET; THENCE NORTH 27°18'46" WEST A DISTANCE OF 14.55 FEET; THENCE NORTH 85°31'56" EAST A DISTANCE OF 82.54 FEET; THENCE SOUTH 67°03'59" EAST A DISTANCE OF 23.47 FEET; THENCE SOUTH 1°30'23" WEST A DISTANCE OF 20.10 FEET TO THE POINT OF BEGINNING, CONTAINING 1,523 SQUARE FEET, MORE OR LESS.



134 ALSO, A PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF  
135 SECTION 20, TOWNSHIP 29 NORTH, RANGE 21 WEST, CITY OF SPRINGFIELD, GREENE  
136 COUNTY, MISSOURI, DESCRIBED AS FOLLOWS:

137 COMMENCING AT AN IRON BAR MARKING THE SOUTHWEST CORNER OF LOT 5 OF  
138 BLOCK "B", BEECHWOOD HEIGHTS FIRST ADDITION, AS PER THE RECORDED PLAT  
139 THEREOF, OFFICIAL RECORDS OF GREENE COUNTY, MISSOURI; THENCE SOUTH  
140 1°30'23" WEST ALONG THE WEST LINE OF SAID BEECHWOOD HEIGHTS FIRST  
141 ADDITION A DISTANCE OF 301.73 FEET; THENCE NORTH 88°29'37" WEST A DISTANCE  
142 OF 679.70 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 1°30'23" WEST A  
143 DISTANCE OF 39.63 FEET; THENCE NORTH 57°33'53" WEST A DISTANCE OF 92.63 FEET;  
144 THENCE NORTH 77°41'33" EAST A DISTANCE OF 45.40 FEET; THENCE SOUTH 60°29'03"  
145 EAST A DISTANCE OF 40.07 FEET TO THE POINT OF BEGINNING, CONTAINING 2,181  
146 SQUARE FEET, MORE OR LESS.

147  
148 Note: The above described temporary construction easement shall terminate one year  
149 from the date a notice to proceed is issued by the City of Springfield for construction to  
150 begin, or upon the expiration of six months after completion and acceptance of the  
151 construction project by City of Springfield, whichever shall occur last.

152  
153 Section 2 – City Council hereby finds and declares that the Beechwood Heights  
154 Storm Water Project-Phase I, identified as project #2015PW009WTE, serves a  
155 legitimate public purpose as it includes needed improvements to the City's stormwater  
156 infrastructure.

157  
158 Section 3 – The City Attorney, or designee, is hereby authorized to proceed  
159 immediately with condemnation proceedings against the above described properties as  
160 authorized by Article II, Sections 2.16(3), (7) and (10), and Article XIX, Section 19.18 of  
161 the City Charter; and the officers of the City are further authorized to exercise any and  
162 all powers necessary to carry out the terms of this Ordinance.

163  
164 Section 4 – This Ordinance shall be in full force and effect from and after  
165 passage.

166  
167 Passed at meeting: \_\_\_\_\_

168  
169  
170 \_\_\_\_\_  
171 Mayor

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

173  
174 Filed as Ordinance: \_\_\_\_\_

175  
176 Approved as to form: , Assistant City Attorney

177  
178  
179 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2019-219**

FILED: 09-17-19

ORIGINATING DEPARTMENT: Public Works

**PURPOSE:** Declaring the necessity of condemning drainage easements and temporary construction easements over, under, and through the following properties generally located near 340 South Patterson Avenue and west of East Horning Street which lies west of South Elmwood Avenue in the City of Springfield, Missouri; authorizing certain officers, or their designees, to do all things necessary to carry out the terms of this Ordinance for the purpose of completing the Beechwood Heights Storm Water Project - Phase I: East Walnut Street Project #2015PW0091WTE funded through the ¼-Cent Capital Improvement Sales Tax.

**BACKGROUND INFORMATION:** The easements are necessary for constructing and maintaining storm water drainage improvements for the Beechwood Heights Storm Water Project - Phase I: East Walnut Street Storm Water Improvement Project #2015PW0091WTE. The project is funded through the ¼-Cent Capital Improvement Sales Tax.

This project will provide improvements to reduce flooding in the Beechwood Heights subdivision by installing curb and gutter along portions of East Walnut Street, South Elmwood Avenue, and East Horning Street, installing underground pipe and box culverts within the Beechwood Heights subdivision to carry storm water drainage, and constructing an open grass channel to slow and provide additional storage as the storm water travels westward and under the railroad.

City right-of-way staff have been able to reach agreements regarding the necessary rights-of-way from seventeen (17) out of nineteen (19) properties. This Ordinance allows the Law Department to begin condemnation proceedings regarding the remaining properties shown in "Exhibits A and B."

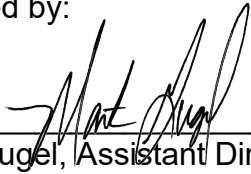
Negotiations are continuing with the remaining property owners to obtain the necessary easements and we are hopeful to reach agreements soon. To keep this project on schedule for a June 2020 bidding, it is necessary to gain this approval now. Should settlements be reached with the remaining property owners, condemnation will not be pursued.

This Council Bill supports the following City Council Priorities:

- Public safety
- Quality of Place
- Fiscal sustainability

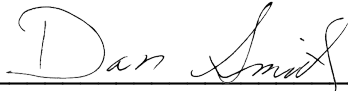
**REMARKS:** The Public Works Department recommends passage of this Council bill.

Submitted by:



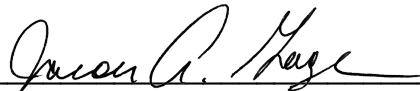
Martin Gugel, Assistant Director of Public Works

Recommended by:



Dan Smith, Director of Public Works

Approved by:



Jason Gage, City Manager

## Exhibit A

### PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 319.93 feet to the Point of Beginning; thence continuing South 1°30'23" West along said west line a distance of 20.42 feet; thence South 83°19'10" West a distance of 73.81 feet; thence North 87°54'09" West a distance of 144.55 feet; thence North 85°49'38" West a distance of 391.86 feet; thence North 65°53'57" West a distance of 76.55 feet; thence North 1°30'23" East a distance of 32.39 feet; thence South 65°08'27" East a distance of 79.73 feet; thence South 87°01'51" East a distance of 145.46 feet; thence South 87°45'56" East a distance of 367.92 feet; thence South 82°00'21" East a distance of 93.80 feet to the Point of Beginning, containing 24,236 square feet, more or less.

TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS:

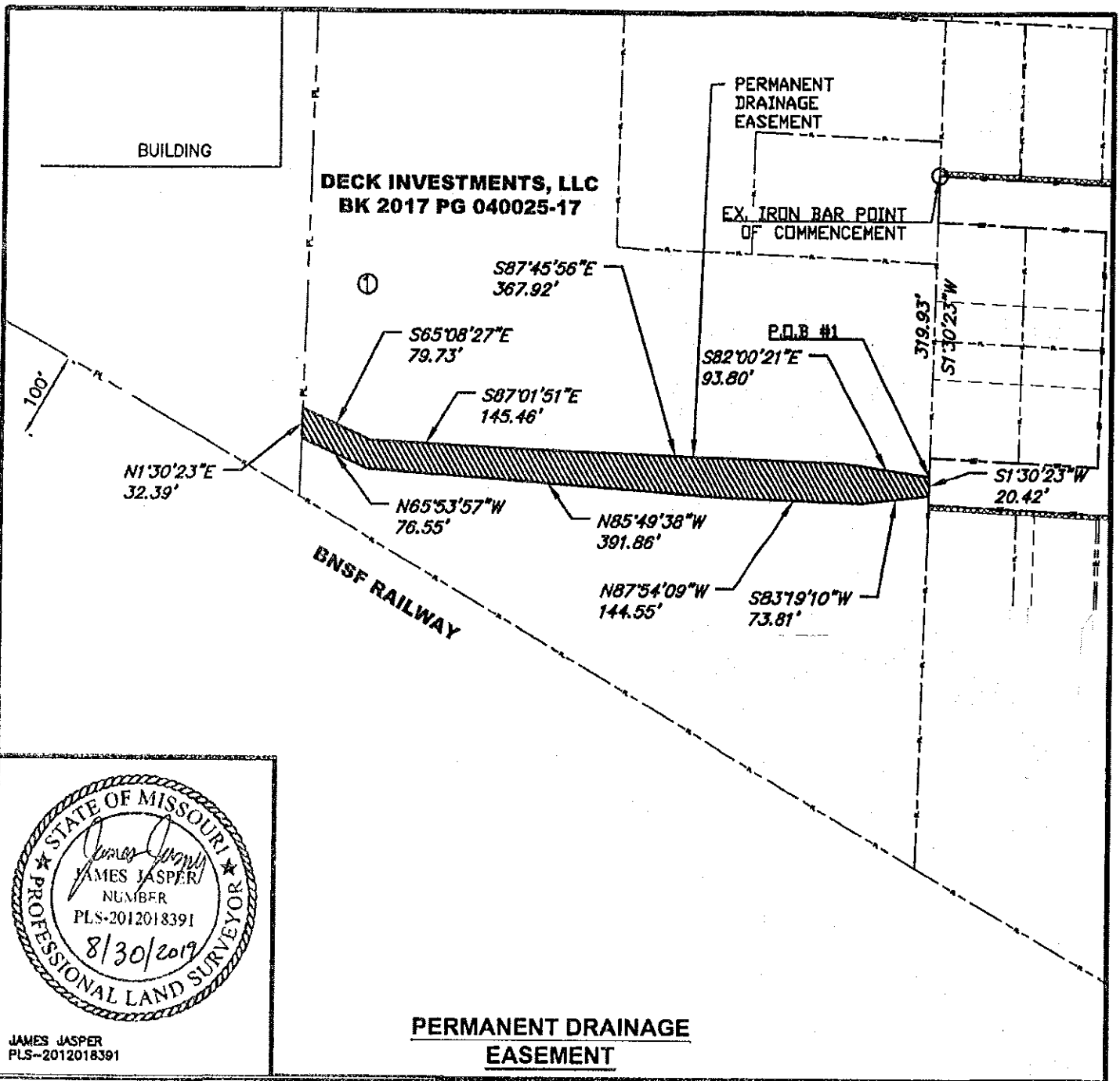
A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 300.14 feet to the Point of Beginning; thence continuing South 1°30'23" West along said line a distance of 19.79 feet; thence North 82°00'21" West a distance of 93.80 feet; thence North 87°45'56" West a distance of 367.92 feet; thence North 87°01'51" West a distance of 145.46 feet; thence North 65°08'27" West a distance of 79.73 feet; thence North 1°30'23" East a distance of 20.10 feet; thence South 67°03'59" East a distance of 118.60 feet; thence South 88°10'35" East a distance of 413.51 feet; thence South 86°33'00" East a distance of 155.88 feet to the Point of Beginning, containing 9,462 square feet, more or less.

ALSO,

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 340.35 feet to the Point of Beginning; thence continuing South 1°30'23" West along said west line a distance of 14.46 feet; thence South 84°38'01" West a distance of 139.85 feet; thence North 85°18'15" West a distance of 541.96 feet; thence North 1°30'23" East a distance of 39.63 feet; thence South 65°53'57" East a distance of 76.55 feet; thence South 85°49'38" East a distance of 391.86 feet; thence South 87°54'09" East a distance of 144.55 feet; thence North 83°19'10" East a distance of 73.81 feet to the Point of Beginning, containing 11,799 square feet, more or less.



DECK INV. PROPERTY

DECK INV. PROPERTY

OVERALL VIEW  
NTS

**LEGEND**



PERMANENT DRAINAGE ESMT. (24,236 SQ FT)



0 75 150  
SCALE IN FEET  
1" = 150'



2139 E. PRIMROSE STE. E.  
SPRINGFIELD, MO 65804  
MO. STATE CERTIFICATE OF  
AUTHORITY #000838

**CITY OF Springfield**

CITY PLAN #2015PW0091WTE

**1**

SECTION 20 - T29N - R21W  
SPRINGFIELD, GREENE COUNTY, MISSOURI

**DECK INVESTMENTS, LLC PROPERTY**

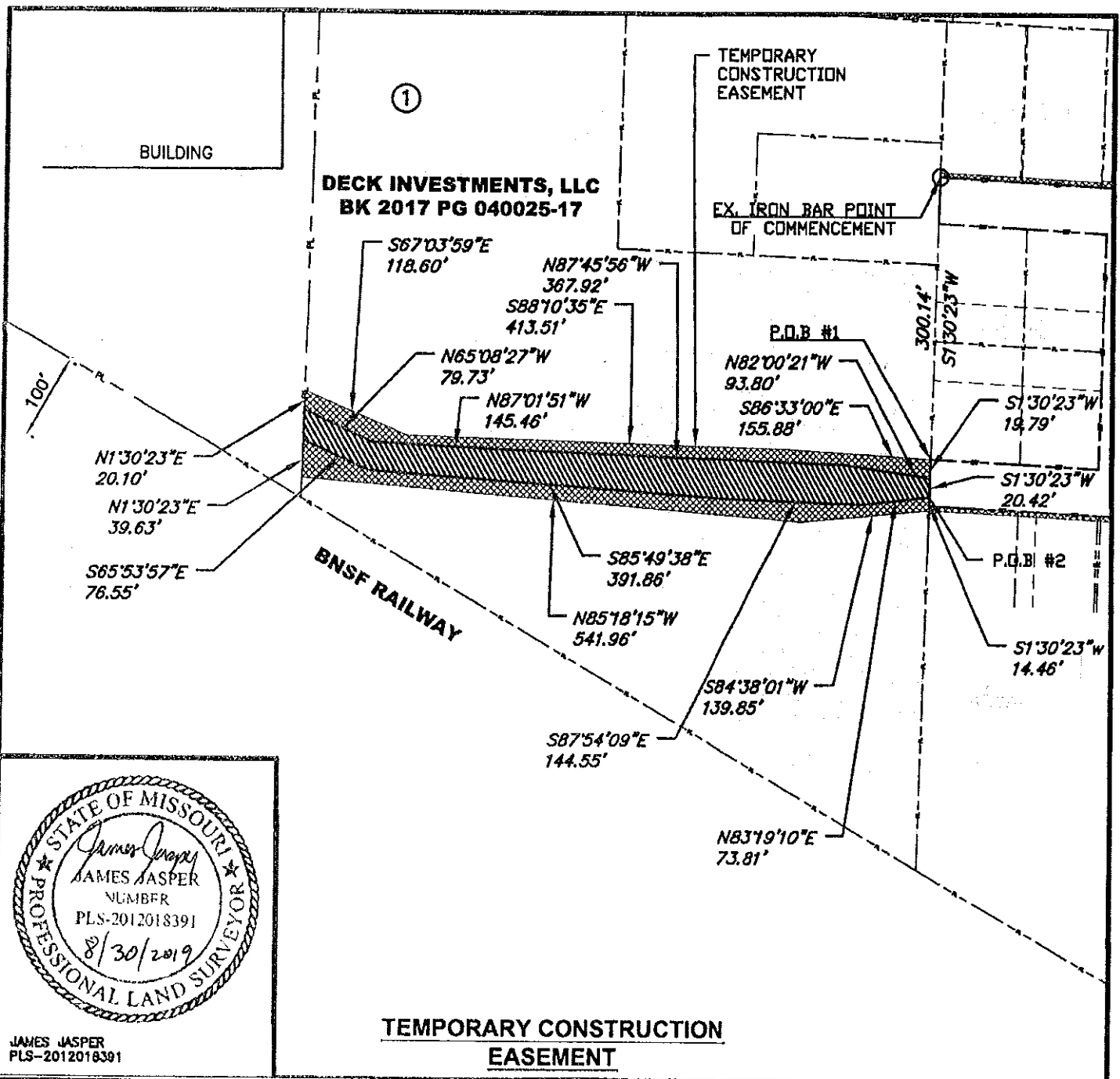
Property Address: SOUTH OAK GROOVE AVE  
SPRINGFIELD, MO 65802

**1**

OF

**1**

NDP  
JFJ



JAMES JASPER  
PLS-2012018391

**TEMPORARY CONSTRUCTION EASEMENT**

DECK INV. PROPERTY

DECK INV. PROPERTY

OVERALL VIEW  
NTS

**LEGEND**



TEMPORARY CONSTRUCTION ESMT.  
(21,261 SQ FT)



PERMANENT DRAINAGE



0 75 150  
SCALE IN FEET  
1" = 150'



2136 E. PRIMROSE STE. E.  
SPRINGFIELD, MO 65804  
MO. STATE CERTIFICATE OF  
AUTHORITY #000856



CITY PLAN #2015PW0091WTE

**1**

SECTION 20 - T29N - R21W  
SPRINGFIELD, GREENE COUNTY, MISSOURI

**DECK INVESTMENTS, LLC PROPERTY**

Property Address: SOUTH OAK GROOVE AVE  
SPRINGFIELD, MO 65802

1  
OF  
1

NDP  
JFU

## Exhibit B

### PERPETUAL DRAINAGE EASEMENT DESCRIBED AS FOLLOWS:

A portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 269.34 feet; thence North 88°29'37" West a distance of 679.70 feet to the Point of Beginning; thence South 1°30'23" West a distance of 32.39 feet; thence North 60°29'03" West a distance of 40.07 feet; thence South 77°41'33" West a distance of 77.21 feet to the northeasterly right-of-way line of Burlington Northern Santa Fe Railroad; thence North 59°35'27" West along said right-of-way line a distance of 51.59 feet; thence North 77°41'33" East a distance of 73.80 feet; thence North 87°51'34" East a distance of 44.86 feet; thence South 69°33'51" East a distance of 41.32 feet to the Point of Beginning, containing 4,327 square feet, more or less.



TEMPORARY CONSTRUCTION EASEMENT BEING DESCRIBED AS FOLLOWS: A portion of the Southeast

Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

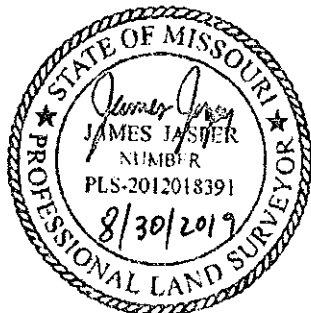
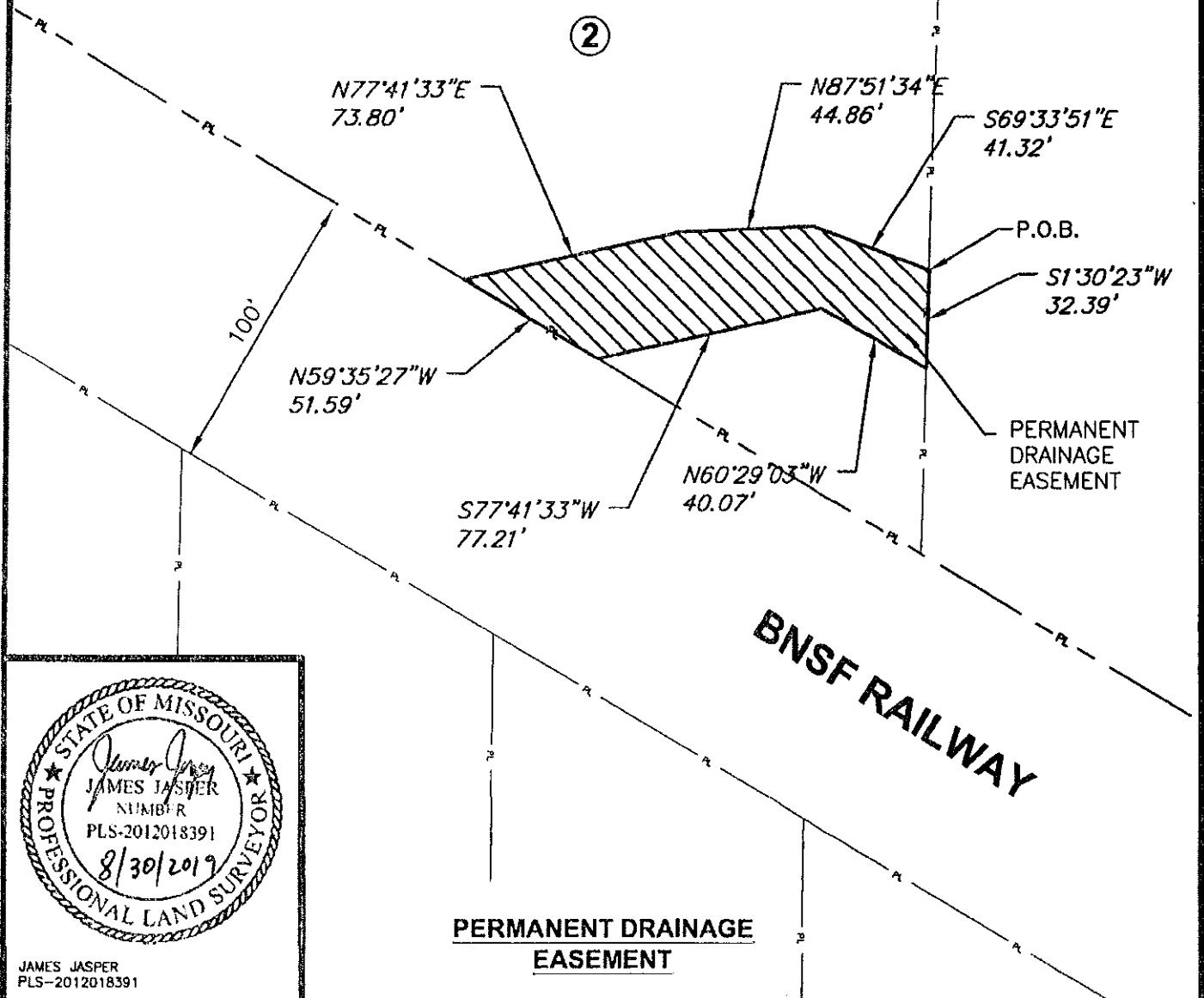
Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 269.34 feet; thence North 88°29'37" West a distance of 679.70 feet to the Point of Beginning; thence North 69°33'51" West a distance of 41.32 feet; thence South 87°51'34" West a distance of 44.86 feet; thence South 77°41'33" West a distance of 13.46 feet; thence North 27°18'46" West a distance of 14.55 feet; thence North 85°31'56" East a distance of 82.54 feet; thence South 67°03'59" East a distance of 23.47 feet; thence South 1°30'23" West a distance of 20.10 feet to the Point of Beginning, containing 1,523 square feet, more or less.

Also, a portion of the Southeast Quarter of the Northeast Quarter of Section 20, Township 29 North, Range 21 West, City of Springfield, Greene County, Missouri, described as follows:

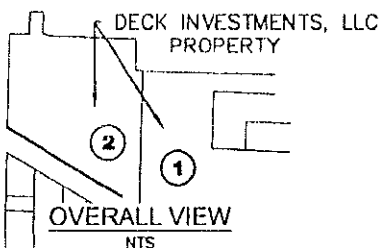
Commencing at an iron bar marking the southwest corner of Lot 5 of Block "B", Beechwood Heights First Addition, as per the recorded plat thereof, Official Records of Greene County, Missouri; thence South 1°30'23" West along the west line of said Beechwood Heights First Addition a distance of 301.73 feet; thence North 88°29'37" West a distance of 679.70 feet to the Point of Beginning; thence South 1°30'23" West a distance of 39.63 feet; thence North 57°33'53" West a distance of 92.63 feet; thence North 77°41'33" East a distance of 45.40 feet; thence South 60°29'03" East a distance of 40.07 feet to the Point of Beginning, containing 2,181 square feet, more or less.

**DECK INVESTMENTS,  
LLC PROPERTY  
BK 2017 PG 040025-17**

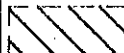
②



JAMES JASPER  
PLS-2012018391



**LEGEND**



PERMANENT DRAINAGE  
ESMT. (4327 SQ FT)



0 25 50  
SCALE IN FEET  
1" = 50'



2139 E. PRIMROSE STE. E.  
SPRINGFIELD, MO 65804  
MO. STATE CERTIFICATE OF  
AUTHORITY #000856



CITY PLAN #2015PW0091WTE

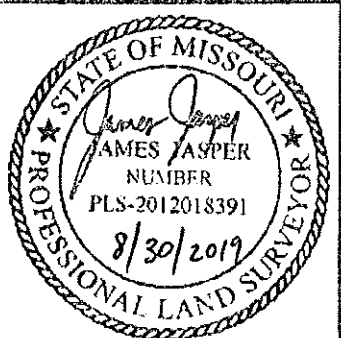
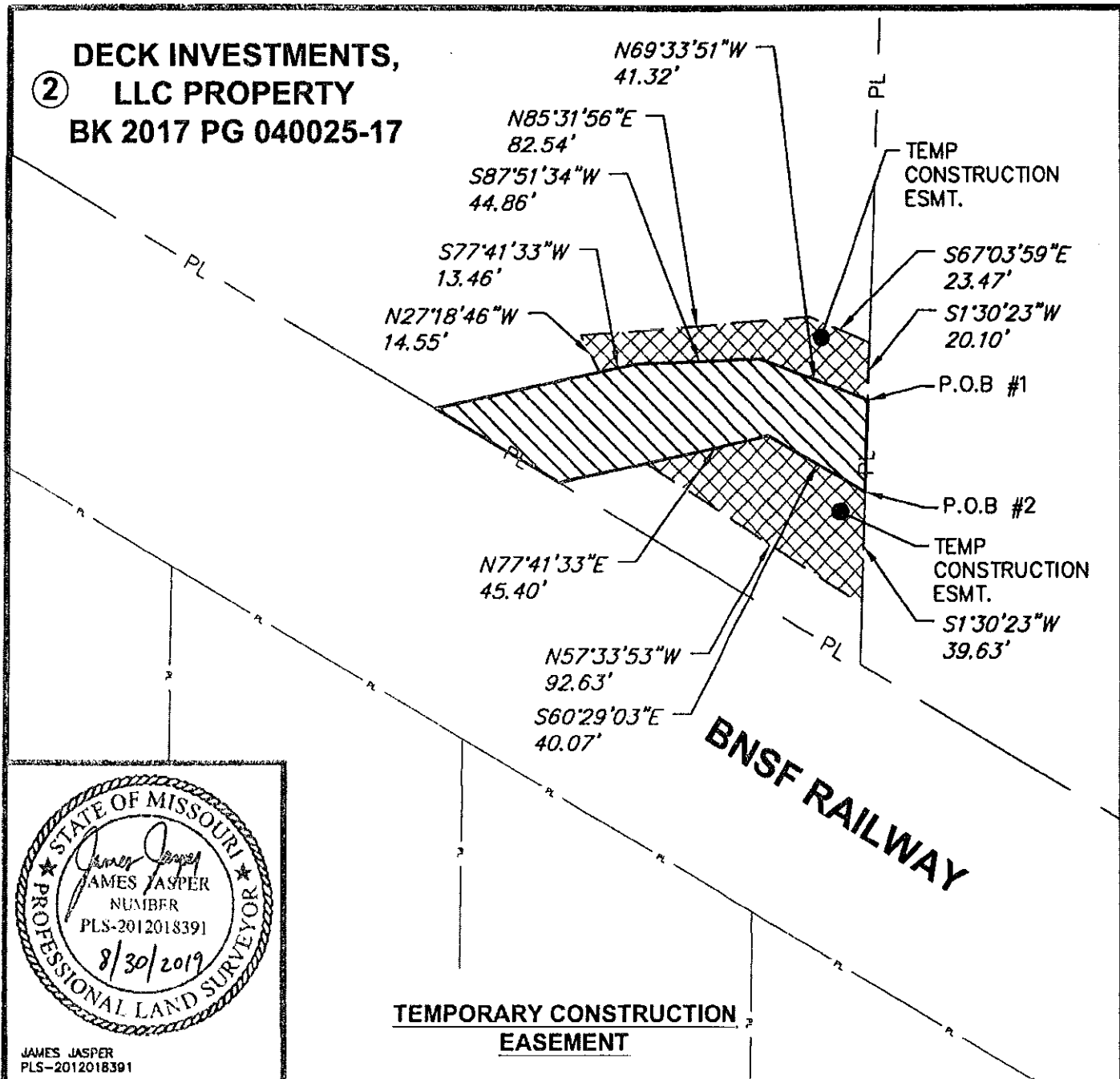
②

SECTION 20 - T29N - R21W  
SPRINGFIELD, GREENE COUNTY, MISSOURI  
**DECK INVESTMENTS, LLC PROPERTY**  
Property Address: 340 S. PATTERSON AVE.  
SPRINGFIELD, MO 65802

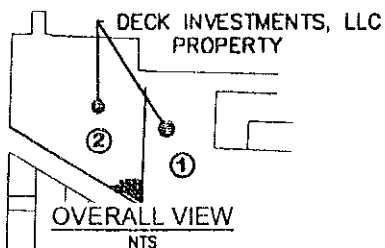
1  
OF  
1

NDP  
JFJ

**② DECK INVESTMENTS, LLC PROPERTY  
BK 2017 PG 040025-17**



JAMES JASPER  
PLS-2012018391



**HDR**  
2139 E. PRIMROSE STE. E.  
SPRINGFIELD, MO 65804  
MO. STATE CERTIFICATE OF  
AUTHORITY #000858

**CITY OF  
Springfield**

CITY PLAN #2015PW0091WTE

**② SECTION 20 - T29N - R21W  
SPRINGFIELD, GREENE COUNTY, MISSOURI**

**DECK INVESTMENTS, LLC PROPERTY**

Property Address: 340 S. PATTERSON AVE.  
SPRINGFIELD, MO 65802

1  
OF  
1  
NDP  
JFJ

One-rdg. \_\_\_\_\_  
P. Hrngs.   X    
Pgs.   104    
Filed:   10-15-19  

Sponsored by:   Schilling  

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

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

COUNCIL BILL   2019 -239  

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

AN ORDINANCE

1 APPROVING a Redevelopment Plan submitted by the STL 505 Redevelopment  
2 Corporation for the redevelopment of an area generally located at 501  
3 through 517 East Saint Louis Street; declaring the area in such plan to be  
4 a blighted area and its redevelopment necessary for the preservation of  
5 the public peace, prosperity, health, safety, morals, and welfare;  
6 authorizing certain tax abatement within the plan area; and authorizing  
7 the City Manager to execute an agreement with the Redevelopment  
8 Corporation relating to the implementation of the Redevelopment Plan.  
9 (Staff recommends approval.)  
10 \_\_\_\_\_  
11

12 WHEREAS, Chapter 353, RSMo. authorizes tax abatement for projects located in  
13 areas that have conditions of blight, when a proper redevelopment plan is developed and  
14 carried out for such projects; and  
15

16 WHEREAS, an application for tax abatement pursuant to Chapter 353, RSMo. for a  
17 project known as the STL 505 Redevelopment Area ("Redevelopment Area") has been  
18 submitted by the STL 505 Redevelopment Corporation ("Corporation"), a corporation duly  
19 organized pursuant to the Urban Redevelopment Corporations Law, together with a  
20 redevelopment plan, a blight report, and tax impact analysis for the property generally  
21 located at 501 through 517 East Saint Louis Street, within the City limits of Springfield,  
22 Missouri; and  
23

24 WHEREAS, the Land Clearance for Redevelopment Authority ("LCRA") reviewed the  
25 Blight Report and Redevelopment Plan at its October 8, 2019 meeting and recommended  
26 that the Redevelopment Area be declared blighted; and  
27

28 WHEREAS, the Planning and Zoning Commission ("Commission") reviewed the  
29 Redevelopment Plan for consistency with the Comprehensive Plan on October 10, 2019,  
30 and the Commission supported the redevelopment plan as proposed; and  
31

32 WHEREAS, proper notice has been provided as required by applicable law, to the  
33 public, all affected taxing jurisdictions, and all property owners within the Redevelopment  
34 Area of the public hearing on the request for tax abatement; and  
35

36 WHEREAS, City Council held a public hearing on October 21, 2019, notice of which  
37 was properly given, and all interested parties, including affected political subdivisions were  
38 given the opportunity to be heard on such request; and  
39

40 WHEREAS, City Council, after all interested parties were given an opportunity to be  
41 heard, has elected to approve the Redevelopment Plan submitted by the Corporation.  
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 application for approval of the Redevelopment Plan of the  
47 Corporation for the redevelopment of the area generally located at 501 through 517 East  
48 Saint Louis Street in Springfield, Missouri, on file in the office of the City Clerk, is  
49 incorporated by reference herein as if copied verbatim, and the Redevelopment Plan of the  
50 Corporation contained therein is hereby approved.  
51

52 Section 2 – City Council finds and declares that the area described in the aforesaid  
53 Redevelopment Plan submitted by the Corporation, and more particularly described in  
54 “Exhibit 1,” which is attached hereto and incorporated herein by this reference, as the  
55 Redevelopment Area, is a blighted area as defined by Section 353.020(2), RSMo, and the  
56 redevelopment thereof is necessary for public convenience and necessity; and that  
57 approval of the Redevelopment Plan and construction of the redevelopment project  
58 described therein are necessary for the preservation of the public peace, prosperity, health,  
59 safety, morals, and welfare.  
60

61 Section 3 – After review of the Tax Impact Analysis, which is attached hereto and  
62 incorporated herein by this reference as “Exhibit 1 – Exhibit F,” copies of which were  
63 provided to the affected taxing jurisdictions, the Corporation, upon executing an agreement  
64 with the City, to be in substantially the same form as the document attached hereto and  
65 incorporated herein by this reference as “Exhibit 2,” partial real property tax abatement, and  
66 payment in lieu of taxes (“PILOTs”), is hereby granted as follows: real property acquired by  
67 the Corporation shall not be subject to assessment or payment of general ad valorem taxes  
68 for a period of ten (10) years after the date upon which the Corporation becomes the owner  
69 of the property, except to the extent and in such amount as may be imposed upon real  
70 property during such period measured solely by the amount of the assessed valuation of the  
71 land, exclusive of improvements, as was determined by the assessor of Greene County, in  
72 which such property is located for taxes due and payable during the calendar year  
73 preceding the calendar year during which the Corporation acquired title thereto; and after  
74 the expiration of ten (10) years, such real property, including improvements, shall be  
75 exempt for an additional five (5) years to the extent of ad valorem taxes on such property  
76 measured by the assessed valuation thereof at the rate of 50 percent of the true value of  
77 such property including improvements, provided that such abatement shall continue only so  
78 long as the property is used in accordance with the Redevelopment Plan and Agreement  
79 approved herein.  
80

81 Section 4 – The Corporation shall make annual payments in lieu of taxes (“PILOTs”)  
82 as set out in the Redevelopment Agreement, which is attached hereto and incorporated  
83 herein as “Exhibit 2.”  
84

85        Section 5 – The Corporation shall acquire the real property in the Redevelopment  
86 Area, on or before the date specified in “Exhibit 2,” if such property is not so acquired within  
87 said period all development rights, including tax abatement, shall expire.  
88

89        Section 6 – The City Manager shall take all steps necessary to inform the Greene  
90 County Assessor of the granting of such and the passage of this Ordinance.  
91

92        Section 7 – The City Manager is further authorized to enter into an agreement with  
93 the Corporation which is in substantially the same form and content of “Exhibit 2.” In the  
94 event of any conflicts or differences between the provisions of the Redevelopment Plan and  
95 the Redevelopment Agreement, the Redevelopment Agreement shall govern and the  
96 Redevelopment Plan shall be deemed to be amended accordingly.  
97

98        Section 8 – The sections of this Ordinance shall be severable. In the event any  
99 section of this Ordinance is found by a court of competent jurisdiction to be invalid, the  
100 remaining sections of this Ordinance shall be deemed to be valid, unless the court finds the  
101 valid sections of this Ordinance are so essentially and inseparably connected with, and so  
102 dependent upon the void sections, that it cannot be presumed that City Council would have  
103 enacted the valid sections without those deemed invalid; or unless the court finds that the  
104 valid sections, standing alone, are incomplete and are incapable of being executed in  
105 accordance with the legislative intent.  
106

107        Section 9 – This Ordinance shall be in full force and effect from and after passage.  
108

109 Passed at meeting: \_\_\_\_\_  
110

111 \_\_\_\_\_  
112 Mayor  
113

114 Attest: \_\_\_\_\_, City Clerk  
115

116 Filed as Ordinance: \_\_\_\_\_  
117

118 Approved as to form: Richard T. Widen, Assistant City Attorney  
119  
120

121 Approved for Council action: Jason R. Hays, City Manager  
122

## EXPLANATION TO COUNCIL BILL 2019-239

FILED 10-15-19

ORIGINATING DEPARTMENT: Department of Planning and Development

PURPOSE: To approve a Redevelopment Plan submitted by the STL 505 Redevelopment Corporation for the redevelopment of an area generally located at 501-517 East Saint Louis Street; declaring the area in such plan to be a blighted area and its redevelopment necessary for the preservation of the public peace, prosperity, health, safety, morals, and welfare; authorizing certain tax abatement within the plan area; and authorizing the City Manager to execute an agreement with the Redevelopment Corporation relating to the implementation of the Redevelopment Plan. (Staff recommends approval.)

BACKGROUND INFORMATION: Chapter 353, Missouri Revised Statutes (“RSMo”) and Chapter 40, of the Springfield City Code authorize the establishment and use of Urban Redevelopment Corporations for purposes of redeveloping blighted areas. According to the Statute, the City of Springfield, may grant up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans.

STL 505 Redevelopment Corporation has filed an application requesting partial real property tax abatement pursuant to Chapter 353, Missouri Revised Statutes (RSMo) for a proposed redevelopment project generally located at the northeast corner of the intersection of East Saint Louis Street and North Benton Avenue. The Redevelopment Area consists of four parcels of land that are individually addressed at 501, 505, 511, and 517 East Saint Louis Street, which together encompass approximately 1.8 acres. The Area is currently occupied by two vacant, single-story commercial buildings at 501 East Saint Louis Street, as well as the remnants of the parking lot and building foundation of the former Arbor Motel at 505 East Saint Louis Street, which was demolished in 2007. The remainder of the Redevelopment Area at 511 and 517 East Saint Louis Street is currently unimproved.

### Blight

Section 353.020, RSMo, defines a “blighted area” as:

*That portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration have become economic and social liabilities, and that such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes.*

The Applicant has submitted a blight report providing evidence, including

photographs, which supports a declaration of blight. The Land Clearance for Redevelopment Authority reviewed the blight report at their October 8, 2019 meeting and recommended that this area be declared a blighted area by a vote of 5 to 0.

The Redevelopment Plan proposes to demolish the existing structures and construct a new 193-unit student housing development that will accommodate approximately 526 students. The development will consist of a single five-story building that will contain a mixture of studio and one-, two-, three-, and four-bedroom dwelling units that will be oriented around two courtyards. The entire first-floor frontage along East Saint Louis Street will be dedicated as amenity space for a lobby, lounge, study room, fitness center, and coffee shop. Additional amenity space will be provided in the two courtyards, which will feature a swimming pool, a dog park, grilling areas, outdoor seating, fire pits, and open space. The development will also include a 171-space parking garage in the basement level, which will be accessible from North Benton Avenue. Said parking garage will provide off-street parking at the rate of approximately one space per three bedrooms, with the remaining parking demand being supplied off-site.

The Planning and Zoning Commission reviewed the Redevelopment Plan at their October 12, 2019, meeting. The Commission found the Plan to be in conformance with *Springfield-Greene County Comprehensive Plan* and recommended that it be approved by a vote of 7 to 0.

Per Chapter 353, RSMo, the City may authorize up to 25 years of partial real property tax abatement to blighted properties located within designated redevelopment areas that are acquired by urban redevelopment corporations and redeveloped in accordance with approved redevelopment plans. During the first ten years, 100 percent of the incremental increase in real property taxes on the land along with 100 percent of the real property taxes on the improvements are abated. During this period, the Developer continues to pay real property taxes based on the assessed value of the land during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. During the remaining 15 years of tax abatement, at least 50 percent of real property taxes on both the land and improvements are abated.

The Developer requests City Council to authorize real property tax abatement that will effectively provide for only the initial 15 years of abatement. During the initial 10-year period, 100 percent of the incremental increase in real property taxes on the land along with 100 percent of the real property taxes on the improvements will be abated. The Developer will continue paying property taxes on the existing value of the land. To ensure the affected taxing jurisdictions avoid a net decrease in revenue because of the abatement, the Developer will make annual payments in lieu of taxes ("PILOTs") during this ten-year period that are equal to the property taxes that were due on the improvements during the year preceding the Redevelopment Corporation obtaining title of the Redevelopment Area. During the following five years, real property taxes will be abated based on 50% of the assessed value of the land and improvements. Upon conclusion of 15 years of partial property tax abatement, the City and the Developer will



seek to repeal the Redevelopment Plan, thus terminating the abatement early. Should Chapter 353, RSMo prohibit repealing the Plan and terminating the abatement early, the Developer agrees to make annual PILOTs during the remaining 10-year abatement period in an amount equal to the abated taxes. Per the Redevelopment Agreement attached to this Bill and the statute, such PILOTs will be collected by the County Collector and distributed among the affected taxing jurisdictions on the same pro rata basis and in the same manner as the real property taxes received by each of taxing jurisdiction in the year such payments are due.

According to the tax impact analysis, the affected taxing jurisdictions could collect \$1,263,955 of additional real property tax revenue over the next 15 years if the redevelopment occurs and tax abatement is authorized, as opposed to the redevelopment not occurring and tax abatement not being authorized.

The City of Springfield's *Economic Development Incentives Policy Manual* states that requests for discretionary incentives, such as partial real property tax abatement pursuant to Chapter 353, RSMo, will only be granted at the level necessary to make the project financially feasible, and they shall meet the "but for" test. In other words, the applicant must demonstrate that the project would not occur, would only occur at a significantly smaller scale, or would not be financially stable, or that public benefit would not occur but for receiving the tax abatement. The Policy Manual also mentions that such incentives may be granted if the City Council finds there to be an overriding public benefit or a reduction in costs that would otherwise be paid by the City. To that end, the Applicant provided two 15-year project pro forma financial statements (one with tax abatement, one without), each providing yearly cash flows and cash-on-cash return analyses. The cash-on-cash return is a measure of the annual rate of return made on the developer's equity or cash invested the project. This calculation is one method of determining whether a project can provide a return on investment necessary to attract developer capital.

The projections provided in the Applicant's pro forma financial statements indicate 15 years of partial real property tax abatement may be necessary for this project to proceed. However, the projections are not entirely supported by current market data as contained in an appraisal report that was furnished by a qualified third party on the Applicant's behalf. Although the Applicant's projections show a greater need for abatement than the appraisal report indicates, staff believes the project will provide an overriding public benefit that justifies the 15 years of abatement.

One of the goals of the *Center City Plan Element* of the *Springfield-Greene County Comprehensive Plan* is to transform the Greater Downtown District, which includes the Park Central Square, University Plaza, Walnut Street and Missouri State University sub-districts, into a well maintained, attractive, and inviting environment area for people of all ages that is alive with business, shopping, and visitors. In order to achieve this goal, the *Center City Plan Element* recommends promoting the emergence of a residential base, as well as increasing the diversity and compactness of land uses throughout Greater Downtown.

Furthermore, the Plan recognizes the subdistricts within the Greater Downtown District are separated from one another and do not effectively function as a single unified entity. It specifically mentions how the downtown commercial core is separated from University Plaza by a mixture of isolated, auto-oriented buildings. The Plan recommends unifying and linking these subdistricts with streetscape enhancements and by filling voids in the building pattern with new development.

The Redevelopment Plan supports these recommendations by proposing to redevelop a vacant and underutilized site located along East Saint Louis Street, which is the primary linkage between Park Central Square and University Plaza, into a high-density student housing development. The new development will provide a substantial public benefit by removing blight, filling a void in the building pattern, and enhancing the streetscape along East Saint Louis Street, as well as bringing hundreds of new residents to the area, which will increase pedestrian and business activity.

REMARKS: The Land Clearance for Redevelopment Authority, Planning and Zoning Commission, and Staff recommend approval.

Submitted by:



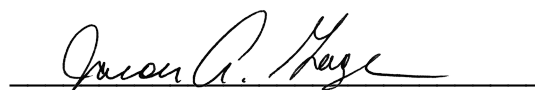
Sarah Kerner, Economic Development Director

Recommended by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

# **Exhibit 1**

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**BLIGHT REPORT  
&  
REDEVELOPMENT PLAN  
FOR THE  
STL 505  
REDEVELOPMENT AREA  
SPRINGFIELD, MISSOURI**

August 13, 2019

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## Blight Report

### **I. General:**

First enacted in 1943, Chapter 353 of the Missouri Revised Statutes is designated as “The Urban Redevelopment Corporations Law” (“**Chapter 353**”). The purpose of Chapter 353 is to involve private enterprises in the task of eliminating “blighted areas.” Under Chapter 353, municipalities are authorized to provide twenty-five year tax abatements in exchange for the redevelopment of “blighted areas” under approved plans. Redevelopment under Chapter 353 may include reconstruction or rehabilitation of blighted areas for industrial, commercial, residential or public structure use.

Tax abatement is only available to for-profit Urban Redevelopment Corporations organized pursuant to Chapter 353 and can only be extended to real property that has been found to be a “blighted area” by the municipality.

Once a municipality approves tax abatement under Chapter 353, the abatement is available for a period of twenty-five years provided blight is remediated and the redevelopment area is redeveloped in accordance with a redevelopment plan approved by the municipality. During the first ten years, the property is not subject to real property taxes except in the amount of real property taxes assessed on the land, exclusive of improvements, during the calendar year preceding the calendar year during which the Urban Redevelopment Corporation acquired the property. During the next fifteen years, the real property may be assessed at up to fifty percent of its true value. “True Value” is defined as the assessor’s assessed valuation of the property, based upon its fair market value at the time. After this twenty-five year period, the real property will be subject to assessment and payment of all ad valorem taxes based on the true value of the property.

### **II. Introduction:**

This Blight Report for the STL 505 Redevelopment Area (this “**Blight Report**”) is made for the purpose of documenting the blighted conditions affecting the proposed Redevelopment Area (as hereinafter defined). This Blight Report will demonstrate (i) that the Redevelopment Area is a “blighted area” under Chapter 353 due to its age, inadequate/outmoded design, physical deterioration, and economic underutilization, and (ii) because of the aforementioned conditions, the Redevelopment Area has become an economic and social liability, which is conducive to crime and the inability to generate reasonable taxes.

### **III. Redevelopment Area Description:**

The redevelopment area consists of four tracts of land generally located near the southwest intersection of Benton Avenue and St. Louis Street and commonly known as 501, 503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri (the “**Redevelopment Area**”). Currently, in the Redevelopment Area, there are two buildings connected by a shared roof and walkway: (i) a one (1) story commercial building addressed as 501 E. St. Louis St. (“**501 Building**”); and a one (1) story commercial building addressed as 503 E. St. Louis St. (“**503 Building**” and collectively with 501 ESTL, the “**Buildings**”). The remainder of the Property is unimproved land.

This Blight Report is specific to the aforementioned real property. The Redevelopment Area is depicted on the map attached hereto and incorporated herein as Exhibit "A," and is legally described on Exhibit "B" attached hereto and incorporated herein.

#### **IV. Blight Defined:**

Chapter 353 defines "blighted area" as "that portion of the city within which the legislative authority of such city determines that by reason of age, obsolescence, inadequate or outmoded design or physical deterioration, have become economic and social liabilities, and such conditions are conducive to ill health, transmission of disease, crime or inability to pay reasonable taxes."<sup>1</sup>

#### **V. Evidence In Support of Blight:**

The Redevelopment Area is approximately 1.7897 acres of real property and is made up of four (4) tracts of land that are currently zoned CC, Center City District.

The City of Springfield (the "**City**") has recognized that areas which are zoned Center City District were generally developed early in the City's history and may be in need of rehabilitation or redevelopment.<sup>2</sup> The City of Springfield's Center City Plan Element ("**CCPE**"), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, describes the overall tone of Center City as one that needs revitalization and new investment.<sup>3</sup> Furthermore, the Redevelopment Area was declared to be blighted under the standards set forth in the Real Property Tax Increment Allocation Redevelopment Act (the "TIF Act") under Chapter 99 of the Missouri revised Statutes<sup>4</sup> as it is located within the blighted portion of Springfield that is subject to the Jordan Valley TIF.<sup>5</sup>

Outlined below are the key factors evidencing the Redevelopment Area as "blighted" under section 353.010(2) of the Missouri Revised Statutes.

A. *Obsolescence.* A building becomes functionally obsolete when its use becomes impaired due to its design or inability to serve a user's current needs. Economic obsolescence occurs when external factors, such as a change in market demand, cause a loss in the value of a building or the surrounding property.

The Redevelopment Area is functionally obsolete due in part to the Buildings' deficiencies, which impair the Buildings' utility. Most of the Buildings' components are outdated requiring replacement. Portions of the roof, air conditioning units, waste lines, windows, and wiring would

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<sup>1</sup>Mo. Rev. Stat. § 353.020(2) (2012).

<sup>2</sup>See City of Springfield, Missouri Zoning Ordinance, Section 4-3400 (2013).

<sup>3</sup>See page 2-10 of the CCPE.

<sup>4</sup>Although there are some similarities, the factors demonstrating blight under the TIF Act are not identical to those under the Urban Redevelopment Corporations Law. Under the TIF Act, a "blighted area" is an area which, by reason of the predominance of (1) defective or inadequate street layout, (2) unsanitary or unsafe conditions, (3) deterioration of site improvements, (4) improper subdivision or obsolete platting, or (5) the existence of conditions which endanger life or property by fire and other causes, or any combination of such factors, retards the provision of housing accommodations or constitutes an economic or social liability or a menace to the public health, safety, morals, or welfare in its present condition and use. See Mo. Rev. Stat. § 99.805(1).

<sup>5</sup> The Redevelopment Area is not located within a TIF project area, so the Jordan Valley Park TIF will not be impacted by extending tax abatement to the Redevelopment Area.

need to be either replaced or removed and most of the roof, electrical, foundation, and other major systems undergo significant professional evaluation and overhaul if it were to ever be rehabilitated for commercial use. However, as part of the Redevelopment Plan, the deteriorated and vacant buildings will be remediated through their removal. The obsolescence of the Buildings has contributed to its continued state of vacancy. The prolonged vacancy itself is cause for fire and safety concerns.

B. *Physical Deterioration.* Physical deterioration refers to any deficiencies or disrepair in buildings or site improvements requiring treatment or repair. Deterioration may be evident in basically sound buildings containing minor defects, such as a lack of painting, loose or missing roof tiles, floor or ceiling plates, or holes and cracks over limited areas. Deterioration that is not easily curable, however, and that cannot be accomplished in the course of normal maintenance, includes defects in the primary and secondary building components. Primary building components include the foundation, exterior walls, floors, roofs, wiring, plumbing, etc. Secondary building components include the doors, windows, frames, fire escapes, gutters, downspouts, fascia materials, etc. Deterioration of streets and alleys includes evidence of potholes, cracks, depressions, overgrowth, and poor drainage. Deterioration of sidewalks is evidenced by settled areas, cracks, gravel sections, overgrowth, or depressed curb areas.

As reflected by the attached site photos the Redevelopment Area is in a state of deterioration and disrepair and exhibit an assortment of substandard conditions.<sup>6</sup> The buildings show physical deterioration and will be remediated through their removal, but the remainder of the Redevelopment Area is also exposed to deterioration that will only be remediated through redevelopment.

#### 501 E. St. Louis Street:

501 E. St. Louis Street exhibits physical deterioration, which contributes to its blight. Moisture stains, cracked and peeling paint, exposed wiring, and exposed ceiling panels show concerns not only with the structural soundness of walls, foundations, and ceiling, but the exposed materials and chipped and cracking paint present a potential environmental hazard that may require remediation within demolition activities of the buildings. Additionally, doors are insecure throughout the building and the HVAC system is not adequately supported by the ceiling structure. More deterioration is exhibited in the structure's exposed electric wiring. Moisture stains and rust can be observed and can result in the electrical system being a fire hazard. In addition, exposed wires are present on the west side of the building and insulation touches wiring in some locations, which are fire hazards.

#### 503 E. St. Louis Street

Similarly, the 503 Building suffers from many of the same characteristics of physical deterioration. This includes exposed wiring, deteriorated ceilings, cracked and peeling paint, evidence of water damage through the ceiling and upper walls indicating roof leaks, and potential issues with the structural soundness of walls, etc. All of these factors raise significant issues with the building structure. Similar to the 501 Building, the exposed materials and chipped and cracking

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<sup>6</sup>See Subject Exhibit C.

paint present a potential environmental hazard that may require remediation within demolition activities of the buildings.

The 501 Building and 503 Building photographs reflect a portion of the Redevelopment Area's physical deterioration. All of these factors, which display physical deterioration, increase the need to the redevelopment of the Redevelopment Area

#### Unimproved Portion of Redevelopment Area

The unimproved portion of the Redevelopment Area has also experienced significant physical deterioration. The site is saturated with broken concrete, weed overgrowth (which has been a source of persistent issues and numerous complaints to the City), existence of broken glass, etc. that make the site unsafe for pedestrians and vehicles.<sup>7</sup> The condition of the parcels is an impediment to the appearance of the surrounding areas and serves as a detriment to the community image and promotion of residential and commercial activities in the adjacent areas.

C. *Inadequate or Outmoded Design.* The four (4) parcels comprising the Redevelopment Area have unique size features that are hindrances to their potential for development. Viewing the individual parcels in Exhibit A attached hereto shows three parcels are extremely long and narrow and severely limit the potential for the development of individual parcels. 501 ESTL is an exceedingly small corner parcel (less than .25 acres) with two small commercial buildings that have blighting concerns separate from the parcel size. The shape and size of the parcels individually creates issues with the size of potential structures, setbacks, utilities, easements, and a multitude of design and development factors. Consolidation of these lots into a single parcel Redevelopment Area project is the only effective manner in which these parcels can overcome the inadequacy of their shape and size.

Additionally, the parcels have limitations in the utility infrastructure that create unique obstacles to development of the Redevelopment Area. Existing utility capabilities at the site make the Redevelopment Area functionally obsolete for development projects as they do not exist or are not in the size and condition to support redevelopment. Certain overhead power lines will need to be moved, street cuts for sanitary sewer line connections and storm drainage, gas service improvements, etc. are necessary to support improvements in the Redevelopment Area.

D. *Economic Underutilization.* In *Tierney v. Planned Industrial Expansion Authority of Kansas City*, 742 S.W.2d 146, 151 (Mo. 1987), the Supreme Court of Missouri stated that "the concept of urban redevelopment has gone far beyond 'slum clearance,' and the concept of economic underutilization is a valid one." Accordingly, it is proper for a city to base its determination of blight on property being economically underutilized and otherwise not adding to a city's vibrancy. The Redevelopment Area consists of an aging building in poor condition and in need of extensive replacements and repair. As discussed above, the property has become obsolete for functional usage and development.<sup>8</sup> The prosecution of this Redevelopment Plan will allow the entire Redevelopment Area to be used for its highest and best use, as a residential housing

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<sup>7</sup> See Subject Photos in Ex. C

<sup>8</sup> See page 44 of the Appraisal.



facility. As a result, the Redevelopment Area qualifies as being economically underutilized, which further supports a finding of blight.

## **VI. Impact of the Redevelopment Area's Blighted Conditions**

Due to the predominance of blighting factors outlined above, the deterioration of the Redevelopment Area contributes to the underutilization of the Redevelopment Area and the Redevelopment Area's appearance discourages new investment and development in the area. Furthermore, in its current condition, the Redevelopment Area is incapable of supporting its highest and best use. To overcome the economic and social liability created by the Redevelopment Area and enable the Redevelopment Area to fully contribute to the community, the blight must be remediated and the Redevelopment Area rehabilitated.

The current condition of the Redevelopment Area also impedes the economic vitality and independence of the City by failing to generate sufficient tax revenue and discouraging reinvestment in, or maintenance of, the Redevelopment Area and the areas that surround it. In its current condition, the Redevelopment Area is assessed at \$229,950.<sup>9</sup> However, after being rehabilitated, (as hereinafter defined) the Project has the potential to have an assessed value of \$36,997,451.<sup>10</sup> This increase in assessed value would generate an estimated \$1,072,001<sup>11</sup> in additional tax revenue to the taxing jurisdictions over the course of the Redevelopment Plan. Thus, the Redevelopment Area's present physical condition and underutilization preventing the development of the redevelopment Area diminishes its potential to generate property tax revenues for the City up to its full potential. Without the comprehensive redevelopment of the Redevelopment Area, its physical condition will continue to deteriorate and its economic efficiency will suffer. Further, due to the current state of the Redevelopment Area, substantial capital investment will be required to remove the blight and redevelop the Building so it can be utilized for its highest and best use, serving as a residential housing development. Without approval by the City of an economic development incentive program, it is unlikely that a developer will invest in the Redevelopment Area due to the prohibitive costs associated with the renovation.

## **VII. Conclusion**

The Redevelopment Area, by reason of age, functional and economic obsolescence, inadequate and outmoded design, physical deterioration, and economic underutilization, has become an economic and social liability, which is conducive to ill health, transmission of disease, crime and the inability to generate reasonable taxes. The Redevelopment Area qualifies as a "blighted area" as defined in section 353.020(2) of the Missouri Revised Statutes. Accordingly, the City of Springfield should determine that Redevelopment Area is blighted.

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<sup>9</sup> See Greene County Assessor's Office Information as summarized in Exhibit F of the Redevelopment Plan.

<sup>10</sup> See page 21 of the Appraisal.

<sup>11</sup> See Exhibit F of the Redevelopment Plan.

## Redevelopment Plan

### **I. Introduction**

STL 505 Redevelopment Corporation (the “*Developer*”), has prepared the following plan (the “*Redevelopment Plan*”) for the planned rehabilitation of 501-503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri, into a residential housing development (the “*Project*”).

### **II. Description of the Project**

#### *A. Boundaries of the Redevelopment Area*

The area to be redeveloped includes four (4) parcels of land, which will be replatted into one parcel, but are commonly described as 501-503, 505, 511, and 517 E. St. Louis Street, Springfield, Missouri (the “*Redevelopment Area*”). The Redevelopment Area consists of approximately 1.7897 acres of land. A map identifying the Redevelopment Area is attached hereto as Exhibit A and the Redevelopment Area is legally described on Exhibit B attached hereto.

#### *B. Need for Redevelopment*

The Developer is currently seeking a blight designation for the Redevelopment Area concurrently with the submission of this Redevelopment Plan. The prosecution of this Redevelopment Plan will eliminate such conditions and create a desirable living environment for residents while increasing the taxable revenues to the City of Springfield. Blight will be remediated in several way, amongst them (1) combining parcels into a uniform site of a size that allows for development free from the restrictive nature of long and narrow individual parcels; (2) the Project will develop the necessary utility infrastructure lacking to support any redevelopment; (3) existing commercial buildings that are vacant and deteriorated will be removed; (4) existing conditions to the current unimproved portions of the parcels (including broken concrete, overgrowth, etc. will be removed; (5) the general economic and social liability of the Redevelopment Area will be replaced with a high quality and attractive development; and (6) tax base of the redevelopment Area will be maximized. The Project will then provide for a reasonable tax base to the City that is lacking with respect to the current Redevelopment Area.

#### *C. Redevelopment Plan Objectives and Strategies*

##### 1. Goals of the Springfield - Greene County Comprehensive Plan.

The Redevelopment Area is located within the Center City Study Area (as defined by the City of Springfield’s Center City Plan Element (the “*CCPE*”), which is a component of the Vision 20/20 Springfield-Greene County Comprehensive Plan). The CCPE is a long-term guide for private investments and public improvements for a major part of central Springfield (“*Center City*”).<sup>12</sup> One of the goals of the CCPE is that Center City will continue to be the focal point for higher education and technology development and that Springfield and Center City will be known as “an education and communications city” fulfilling the needs of businesses and students of tomorrow.<sup>13</sup> Center City includes some of the oldest parts of the Springfield

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<sup>12</sup>See page 1-1 of the CCPE.

<sup>13</sup>See page 1-2 of the CCPE.

community and, as demonstrated by the current condition of the Redevelopment Area, it suffers from problems commonly resulting from physical deterioration and economic obsolescence.<sup>14</sup>

The Redevelopment Area is located within the downtown vicinity of the City of Springfield and generally in the direction of growth and expansion for Missouri State University (“*MSU*”) who executed an agreement establishing direction for the future physical growth of MSU.<sup>15</sup> This agreement evolved from the desire to redirect the physical expansion of MSU’s campus away from the neighborhoods located to the south and east of MSU and to direct it instead toward Greater Downtown’s core area around Park Central Square.<sup>16</sup> The Project will be a residential development tailored towards college students and will add to the overall housing stock available to students and continue to allow for additional development in line with MSU’s campus expansion toward Park Central Square.

The Greater Downtown District is comprised of two separate centers (University Plaza and Park Central Square).<sup>17</sup> Park Central Square is the older core of the Greater Downtown District offering more of the commercial core and architectural charm of the Greater Downtown District while University Plaza has been developed more recently.<sup>18</sup> The Greater Downtown District has suffered from "little functional, economic or visual relationship between the two greater Downtown centers."<sup>19</sup> The CCPE seeks to encourage development in this area to counter the "deterioration and obsolescence" of the area.<sup>20</sup> The CCPE further identifies "[t]he northern and western sides of the central commercial core around Park Central Square" as areas that "show more building deterioration..." and that "[t]he area west of the central commercial core is in need of redevelopment and revitalization...."<sup>21</sup> The "linkage between Park Central Square and University Plaza would be made most strongly along St. Louis Street."<sup>22</sup> Further, the CCPE anticipates that redevelopment in this area would change to "commercial or high density residential."<sup>23</sup> Additional goals in the Greater Downtown District, specifically in the Redevelopment Area include infilling empty spaces between buildings which thereby eliminates a negative and inhospitable appearance of vacancy and underdevelopment (particularly to the north and west of Park Central Square), bring housing into the area with particular aims for mid-rise density, and the inclusion of structured parking elements.<sup>24</sup>

The Growth Management and Land Use Plan (“*Land Use Plan*”), which is another component of the Vision 20/20 Springfield-Greene County Comprehensive Plan, indicates that the Redevelopment Area and surrounding property is an appropriate area for medium or high density housing. The Land Use Plan also identifies Center City as an Activity Center.<sup>25</sup> The Land Use

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<sup>14</sup>See page 2-10 of the CCPE.

<sup>15</sup>See page 3-38 of the CCPE.

<sup>16</sup>See page 3-38 of the CCPE.

<sup>17</sup>See page 3-14 of the CCPE

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

<sup>21</sup> *Id.*

<sup>22</sup> See page 3-17 of the CCPE.

<sup>23</sup> *Id.*

<sup>24</sup> See page 3-38 of the CCPE.

<sup>25</sup>See page 18-34 of the Land Use Plan. Now referencing City Center

Plan states that one of its objectives for areas identified as Activity Centers is that plans should promote additional or new employment, intensified retail business, higher density housing, and convenient transit service.<sup>26</sup> The Redevelopment Area is located in the Greater Downtown District just to the northwest of the MSU Activity Center. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan. In addition, the Redevelopment Area conforms to the guidelines for higher-density residential uses, as described in the Land Use Plan.

2. Redevelopment Plan Objectives and Conformance with the Goals of the Springfield - Greene County Comprehensive Plan.

The implementation of this Redevelopment Plan will transform the Redevelopment Area into an attractive location for tenants to reside. This will also help to create additional interest and activity in Center City and more specifically serve as a high quality project that brings economic vitality and visual charm to the area between Park Central Square and University Plaza in the Greater Downtown District that has been identified in the CCPE as lacking. The Project conforms to and promotes the ideals of development in an area of need that connects centers within the Greater Downtown District, provides a high density residential housing development as anticipated and desired by the CCPE, improves the overall appearance of the Greater Downtown District by removing vacant and inhospitable areas of deterioration, fills empty spaces between buildings in the area, incorporates elements of structured parking, and provides a Project that encourages a pedestrian friendly environment. The Redevelopment Plan also conforms to the preferred concept of the CCPE that "[a] relatively uniform mid-rise scale of buildings that cover a large amount of land area are preferable to a few very tall buildings with 'dead' spaces between them."<sup>27</sup>

Moreover, the Redevelopment Plan will allow for additional development and housing within the Center City Activity Center and will provide for medium to higher density housing as called for by the Land Use Plan. Additionally, the rehabilitation of the Redevelopment Area will increase the taxable revenues to the City, while placing a greater portion of Center City in congruence with the visions of the CCPE discussed above.

### **III. Redevelopment Plan Requirements**

#### **A. Overview**

The Redevelopment Plan provides for a residential use with a small commercial space. The new development is being designed to complement the look and style, scale, and intensity of desired in the City Center area. It is expected that the Redevelopment Plan will in-turn encourage and foster private investment in the surrounding areas. In addition, the safety of the Redevelopment Area (both real and perceived) will improve due to the increase in activity and investment.

The intent of this Redevelopment Plan is to encourage needed and desired residential and commercial redevelopment through partial real property tax abatement. The existing zoning

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<sup>26</sup>See page 18-28 of the Land Use Plan.

<sup>27</sup> See page 3-40 of the CCPE.

classifications for the Redevelopment Area is CC-City Center. There are four (4) parcels in the Redevelopment Area that will be consolidated into one site parcel for development.

**B. *General Maintenance Guidelines***

All structures, equipment, paved areas, and landscaped areas shall be maintained in a good and safe condition both inside and outside, structurally and otherwise, including any necessary painting.

**C. *Design Guidelines***

All projects subject to this Redevelopment Plan should utilize good quality materials and be designed to complement existing development within the downtown area, encourage pedestrian activity, and contribute to a harmonious streetscape. All sides of buildings visible to the public, whether viewed from a nearby property or a roadway, shall display a similar level of quality and architectural finish.

**IV. *Land Use Plan***

**A. *Former and Existing Land Use***

There are currently two (2) structures in the Redevelopment Area. Currently, the two (2) structures are owned by the Developer who recently acquired the properties from Benton Avenue, LLC. The structures have separate addresses but are connected via a roof life and shared walkway and total approximately 3,366 sq. ft. The structures are currently vacant but were previously utilized as commercial office space. The larger Redevelopment Area has been utilized previously to support an old motel, bank structure, and other commercial retail space.

**B. *Proposed Land Use***

The proposed Project will involve the development of one hundred and ninety-three (193) apartment units further described as forty-five (45) studio; five (5) one-bed/one bath; forty-one (41) 2-bed/2-bath; fourteen (14) three-bed/three-bath; and eighty-eight (88) four-bed/4-bath units plus one (1) manager unit. The apartments will accommodate approximately five hundred and twenty-six (526) residents. The structures currently addressed at 501 E. St. Louis St. and 503 E. St. Louis St. will be demolished. Site plans and plans and specifications for the Project are attached hereto ad Exhibit G and incorporated herein.

The Project also intends to incorporate a fitness/recreation room, study center, bike storage, dog park, and laundry facilities that will be accessible to tenants. Two courtyards will be incorporated into the design, one that is focused on study areas that provides benches, plug-ins, etc. and another that is more social that provides amenities such as cabana space, a walk-in wading space, patio, etc. A small retail space for retail or a coffee shop is anticipated but comprising only about 1,500 sq. ft. of space.

While zoning does not require a minimum level of parking availability, the Project intends to incorporate parking on-site as part of the Project design and will additionally consider off-site parking options to support the residents of the Project.

C. *Existing and Proposed Zoning*

The Redevelopment Area is currently zoned CC, Center City District and no rezoning will be required.

D. *Regulations and Controls*

Redevelopment of the Redevelopment Area shall be subject to all applicable Springfield, Missouri Codes and Ordinances.

**V. Execution of the Project**

A. *Execution*

The Developer or its successors in interest will be responsible for executing the redevelopment of the Redevelopment Area in accordance with the Redevelopment Plan.

B. *Land Acquisition*

The Developer currently owns the land and improvements in the Redevelopment Area. The Developer does not plan to acquire any additional land. No eminent domain will be needed for land acquisition.

C. *Financing*

Please refer to *Source and Use of Funds* as contained in Exhibit F of the Redevelopment Plan.

D. *Disposition of Property*

No property is proposed to be disposed of within the Redevelopment Area.

E. *Plan for Relocation Assistance*

The existing buildings are currently vacant and as such, there is no need for relocation assistance.

F. *Redevelopment Schedule and Estimated Dates of Completion Redevelopment*

The Developer estimates that the Project will be completed in accordance with the following schedule:

- Project Schedule
  - ☐ Pre-Construction (Inspections/Permits): October 2019
  - ☐ Site Work (Demolition): October 2019
  - ☐ Construction of Building: Completed by December 2020

## **VI. Other Provisions**

### **A. *Compliance with State and Local Law***

All redevelopment activities shall comply with the Springfield Zoning Ordinance and all other applicable state and local laws.

### **B. *Population Density***

The Project will consist of one hundred ninety-three (193) units on a 1.7897 acre site. Population densities, land coverage, and building intensities within the Redevelopment Area are projected to increase after redevelopment and will be regulated according to the City's Zoning Ordinance.

### **C. *Public Facilities***

The Redevelopment Plan is not anticipated to require any additional schools, parks, recreational and community facilities, or other public facilities. Additional water, sewerage, other public utilities, or sidewalks upgrades and/or relocations will be necessary. The cost of such improvements will be borne by the Property Owner who is implementing the development. Improvements and upgrades to the existing streets shall be encouraged, and if feasible, when projects require the installation of new utility lines such lines should be located underground. While the Project does have on-site parking (though current zoning does not require parking), additional public/on-street parking will likely exist to accommodate the Project's parking demand.

## **EXHIBIT A**

[MAP OF REDEVELOPMENT AREA ATTACHED]

1. Individual Parcels to be consolidated:      Figures A-1, A-2, A-3, and A4
2. Redevelopment Area (Google Earth)      Figures A-5 and A-6
3. Redevelopment Area (Parcel Map)      Figure A-7
4. Redevelopment Area (Architect ground level perspective)



Figure A-1: 511 E. St. Louis Street

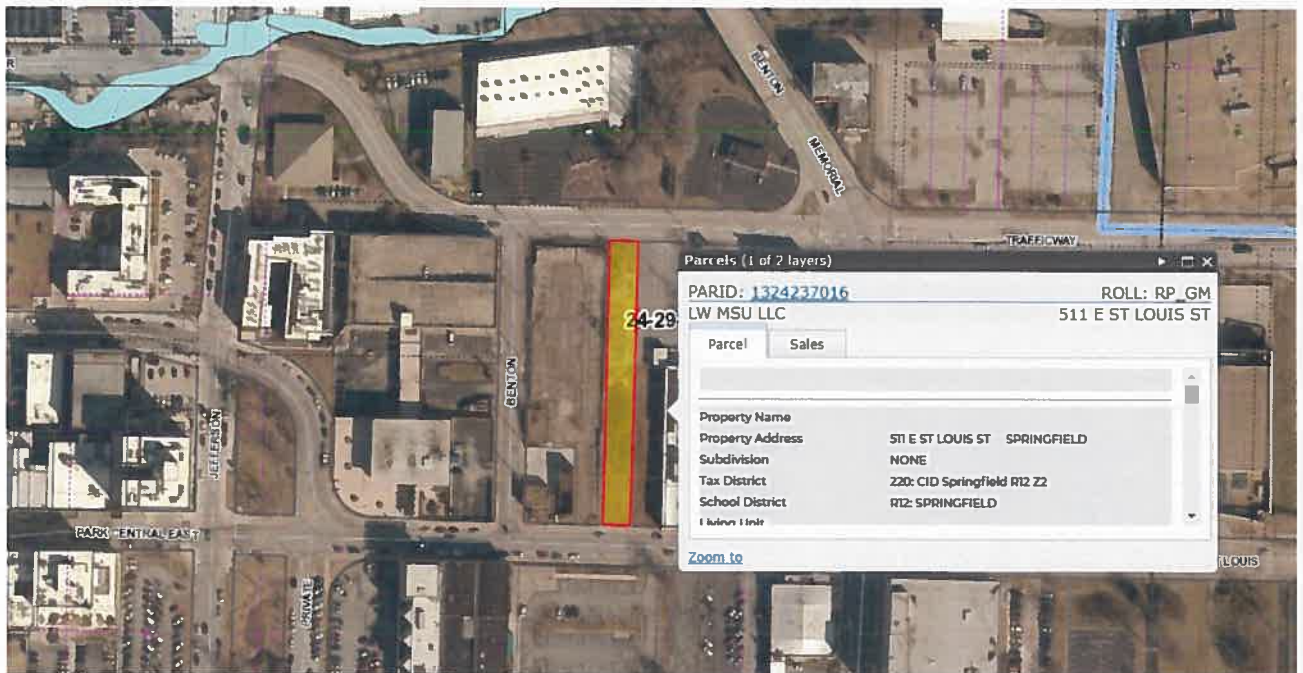
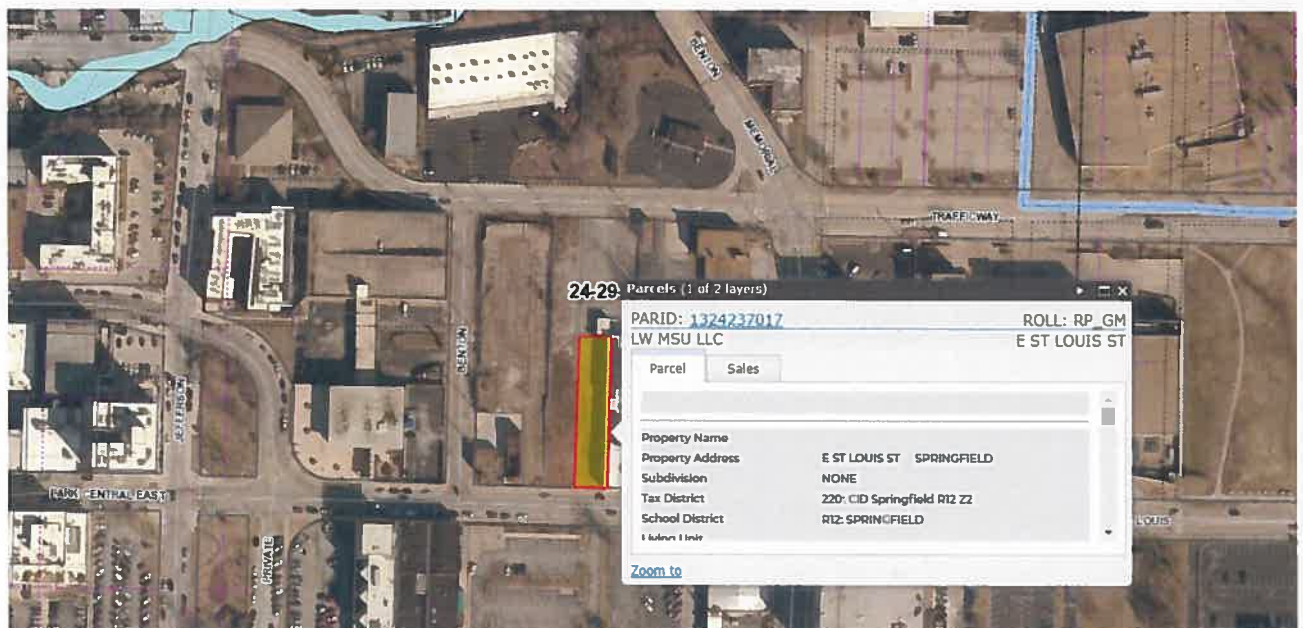


Figure A-2: 517 E. St. Louis Street



WA 8770504.3

WA 13261570.1



Figure A-3: 505 E. St. Louis Street

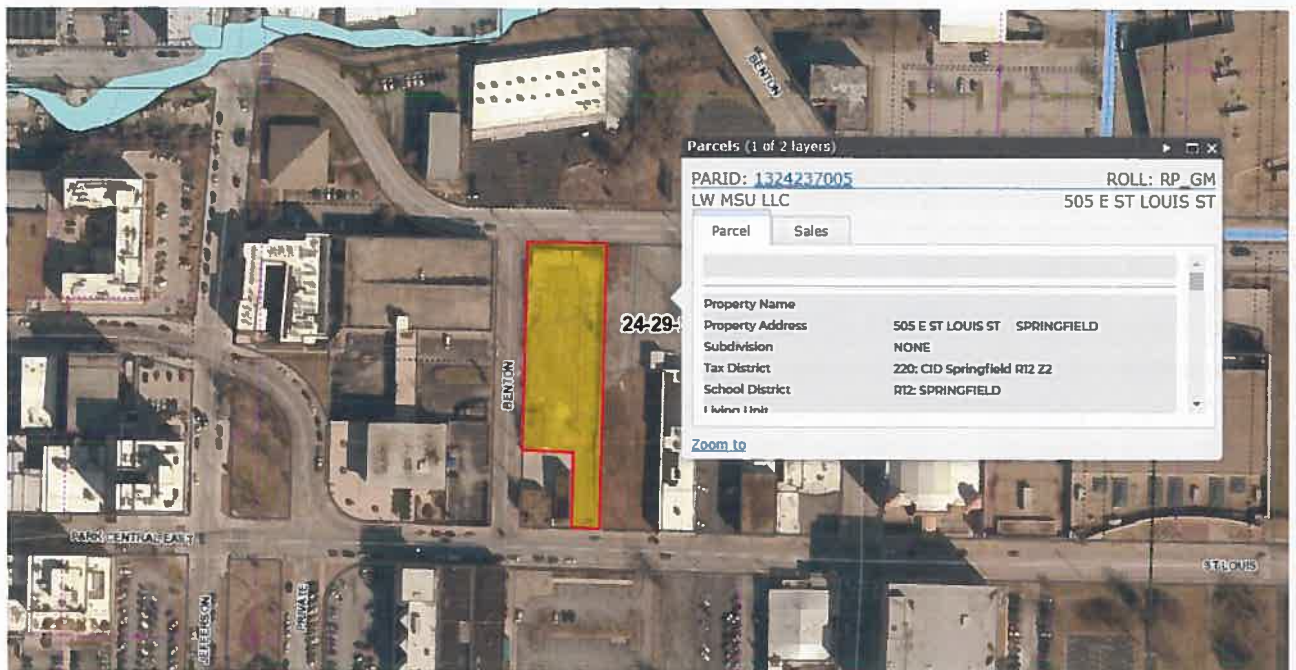
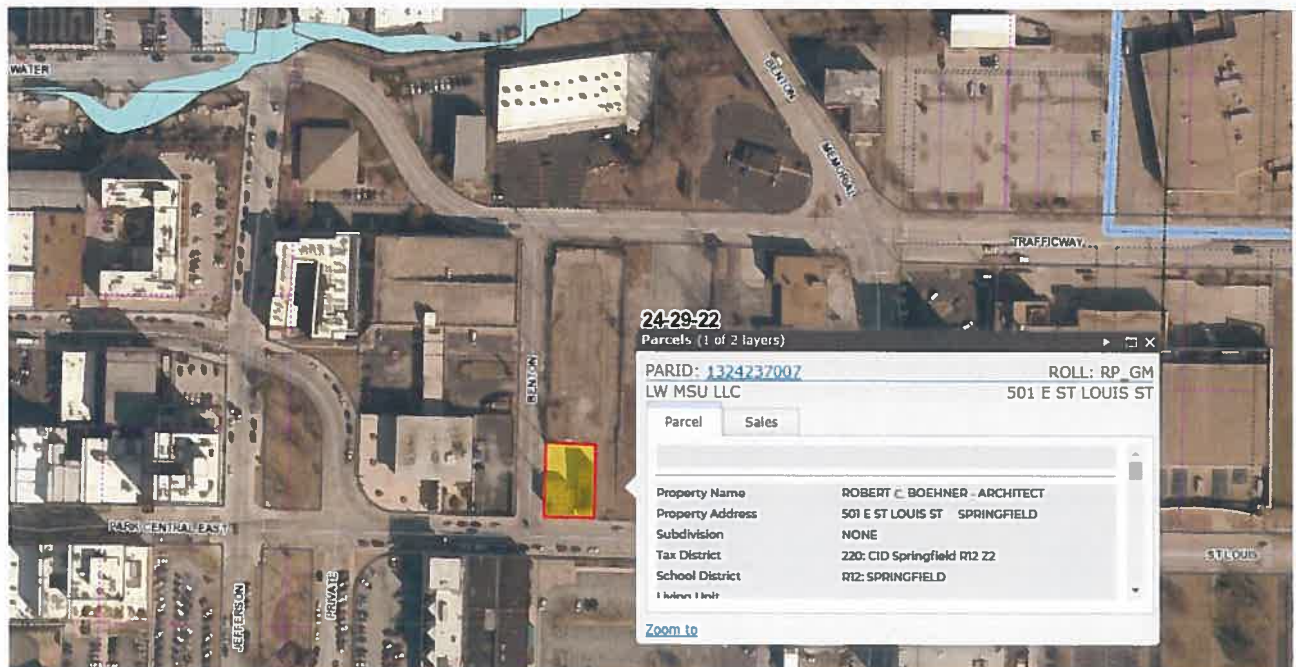


Figure A-4: 501-503 E. St. Louis Street





**Figure A-5: Consolidated Property View (501-517 E. St. Louis Street)**

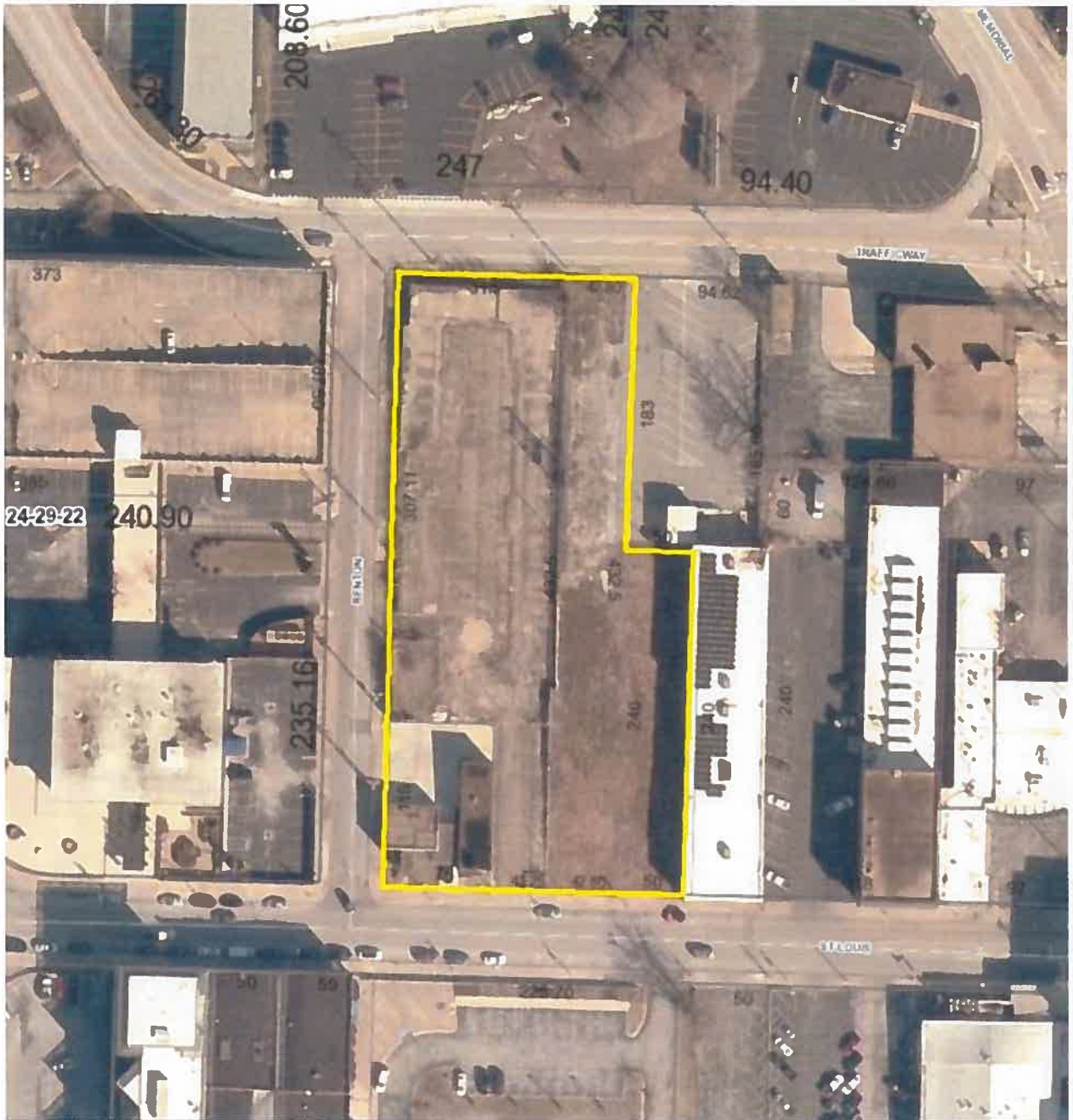


**Figure A-6: Consolidated Property View (501-517 E. St. Louis Street)**





Figure A-7 Add Parcel map



The site is situated on the east side of North Benton Avenue and the north side of East St. Louis Street just east of Downtown Springfield and North of Missouri State University. This site previously housed a drive-up hotel to the north, and a bank to the south. The site is situated in the eastern portion of downtown Springfield and is surrounded by a bank to the west, the City Discovery Center to the south, a flea market to the north and an event venue to the east. There is a sizeable grade change ascending from north to south.

The site's position in the city leaves it in a walkable area with ¼ mile to Park Central Square and ½ mile to Missouri State Campus. In addition, there are bus stops for the number 5, 12 and 25 bus routes located at the southern end of the site. These provide users access to downtown and Missouri State campuses on weekdays, weekends and holidays.



ARCHITECTURAL DESIGN  
EXISTING CONDITIONS

## EXHIBIT B

### LEGAL DESCRIPTION

New Legal Description to be provided upon finalized replat of the four parcels. Currently the four parcels are legally described as follows:

#### 501 & 503 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

All beginning at the Northeast corner of the intersection of Benton Avenue and St. Louis Street as same are now located; thence North along the East line of Benton Avenue, 115 feet; thence East 75 feet, more or less, to a point due North of a point on the North side of St. Louis Street at which an iron pin is set; thence South to said iron pin 115 feet; thence West along the North side of St. Louis Street, 75 feet, more or less, to the beginning, all being a part of the Northeast Quarter of the Northwest Quarter of Section 24, Township 29, Range 22, in the City of Springfield, Greene County, Missouri.

#### 505 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

Beginning 75.5 feet East of the Northeast corner of St. Louis Street and Benton Avenue as now established in the City of Springfield; thence North 115 feet; thence West 75.5 feet to the East line of Benton Avenue; thence North along the East line of Benton Avenue 307.11 feet, more or less to the Southeast corner of Benton Avenue and Olive Street; thence East along the South line of Olive Street 114 feet; thence South to a point on the North line of St. Louis Street 41.25 feet East of beginning; thence West 41.25 feet along the North line of St. Louis Street to the point of beginning, all in the City of Springfield, Greene County, Missouri, all being in the Northeast Quarter of the Northwest Quarter in Section 24, Township 29, Range 22.

511 & 517 E. St. Louis Street

Real property located in the City of Springfield, Greene County, Missouri, more particularly described as:

Tract 1:

Beginning 158 feet East of the Northeast corner of St. Louis Street and Benton Avenue as determined by the survey made by George H. Kastendieck dated June 27, 1959 filed in Surveyor's Record Book 35 at Page 49; thence North 432.50 feet to the South line of Olive Street; thence West along the South line of Olive Street 42.8 feet; thence South to the North line of St. Louis Street to a point 41.25 feet West from the point of beginning; thence East along the North line of St. Louis Street to the point of beginning, all as designated and set forth in the aforesaid survey made by George H. Kastendieck, County Surveyor, dated June 27, 1959 filed in surveyor's record Book 35 at Page 49, and all in Springfield, Greene County, Missouri.

Tract 2:

Beginning at the Southeast corner of George Burge's Lot, which corner is 157 1/2 feet East of the Northeast corner of St. Louis Street and Benton Ave. in the City of Springfield, Greene County, Missouri, running thence East 50 feet to the Lot formerly owned by Goldsberry; thence North 240 feet; thence West 50 feet; thence South to the beginning, subject to and with the rights under Party-Wall Agreement affecting this land.

**EXHIBIT C**

[RESERVED]



## SUBJECT PHOTOS



**ST. LOUIS STREET WEST**



**ST. LOUIS STREET EAST**



**BENTON AVENUE NORTH**



**BENTON AVENUE SOUTH**



**TRAFFICWAY STREET WEST**



**TRAFFICWAY STREET EAST**



**SITE VIEWS FROM ST. LOUIS STREET**



**SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT**



**SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT**





**SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT**



**SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT**



**SITE VIEWS WITH EXISTING IMPROVEMENTS TO BE REMOVED FOR REDEVELOPMENT**

503 E. St. Louis Street (Miscellaneous Interior Photos)

Figure 1.1



Figure 1.2



Figure 1.3





Figure 2.1



Figure 2.2



Figure 2.3



**EXHIBIT D**

[Reserved]



**EXHIBIT E**

[APPRAISAL]

The Appraisal will be provided under a separate cover.

**EXHIBIT F**  
**[TAX IMPACT ANALYSIS]**

[please see attached]

# STL 505 Redevelopment Area

## Tax Impact Analysis

City of Springfield, Missouri

*August 13, 2019*

Spencer Fane LLP  
2144 E. Republic Road, Suite B300  
Springfield, MO 65804

# STL 505 Redevelopment Area 2019 Real Estate Assessment & Taxes

505 E. St. Louis Street  
Parcel No. 03-13-24-17-027

| Current Assessment Ratio |            |           |
|--------------------------|------------|-----------|
| Land                     | Appraised* | Assessed  |
| Land                     | \$ 202,400 | \$ 22,480 |
| Improvements             | \$ 272,100 | \$ 87,270 |
| Total                    |            |           |

| Current Assessment Ratio |            |           |
|--------------------------|------------|-----------|
| Land                     | Appraised* | Assessed  |
| Land                     | \$ 131,500 | \$ 42,080 |
| Improvements             | \$ 131,500 | \$ 42,080 |
| Total                    |            |           |

505 E. St. Louis Street  
Parcel No. 03-13-24-20-025

| Current Assessment Ratio |            |           |
|--------------------------|------------|-----------|
| Land                     | Appraised* | Assessed  |
| Land                     | \$ 164,000 | \$ 52,480 |
| Improvements             | \$ 164,000 | \$ 52,480 |
| Total                    |            |           |

505 E. St. Louis Street  
Parcel No. 03-13-24-27-016

| Current Assessment Ratio |            |           |
|--------------------------|------------|-----------|
| Land                     | Appraised* | Assessed  |
| Land                     | \$ 151,000 | \$ 48,320 |
| Improvements             | \$ 151,000 | \$ 48,320 |
| Total                    |            |           |

505 E. St. Louis Street (Assessed) doesn't provide a numeric address  
Parcel No. 03-13-24-27-017

| Current Assessment Ratio |            |           |
|--------------------------|------------|-----------|
| Land                     | Appraised* | Assessed  |
| Land                     | \$ 151,000 | \$ 48,320 |
| Improvements             | \$ 151,000 | \$ 48,320 |
| Total                    |            |           |

| Jurisdiction                        |          |                |
|-------------------------------------|----------|----------------|
| City of Springfield                 | Tax      | Levy per \$100 |
| Springfield - Greene County Library | 541.40   | 0.6218         |
| Greene County                       | 21,480   | 0.2467         |
| Greene County                       | 17,740   | 0.2023         |
| Greene County                       | 106.05   | 0.1218         |
| Road & Bridge                       | 26.12    | 0.0300         |
| State of Missouri                   | 41.18    | 0.0473         |
| County Developmental Disability     | 3,574.92 | 4.1058         |
| Springfield R-12                    | 43.54    | 0.0500         |
| County Senior Services              | 965.53   | 1.0400         |
| Commercial Surtax                   | 53,357.4 | 6.5875         |
| Special Assessment (Downtown CIP)   | 336.02   | 0.4020         |

| Jurisdiction                        |          |                |
|-------------------------------------|----------|----------------|
| City of Springfield                 | Tax      | Levy per \$100 |
| Springfield - Greene County Library | 761.65   | 0.8928         |
| Greene County                       | 103.81   | 0.2467         |
| Greene County                       | 85.13    | 0.2023         |
| Greene County                       | 51.25    | 0.1218         |
| Road & Bridge                       | 12.62    | 0.0300         |
| State of Missouri                   | 19.90    | 0.0473         |
| County Developmental Disability     | 1,727.72 | 4.1058         |
| Springfield R-12                    | 432.63   | 1.0400         |
| County Senior Services              | 432.63   | 1.0400         |
| Commercial Surtax                   | 2,772.02 | 6.5875         |
| Special Assessment (Downtown CIP)   | 169.16   | 0.4020         |

| Jurisdiction                        |          |                |
|-------------------------------------|----------|----------------|
| City of Springfield                 | Tax      | Levy per \$100 |
| Springfield - Greene County Library | 326.32   | 0.6218         |
| Greene County                       | 129.47   | 0.2467         |
| Greene County                       | 106.17   | 0.2023         |
| Greene County                       | 63.92    | 0.1218         |
| Road & Bridge                       | 15.32    | 0.0300         |
| State of Missouri                   | 24.82    | 0.0473         |
| County Developmental Disability     | 2,154.72 | 4.1058         |
| Springfield R-12                    | 26.24    | 0.0500         |
| County Senior Services              | 545.79   | 1.0400         |
| Commercial Surtax                   | 3,457.12 | 6.5875         |
| Special Assessment (Downtown CIP)   | 210.97   | 0.4020         |

| Jurisdiction                        |          |                |
|-------------------------------------|----------|----------------|
| City of Springfield                 | Tax      | Levy per \$100 |
| Springfield - Greene County Library | 310.45   | 0.6218         |
| Greene County                       | 119.47   | 0.2467         |
| Greene County                       | 97.25    | 0.2023         |
| Greene County                       | 56.85    | 0.1218         |
| Road & Bridge                       | 14.50    | 0.0300         |
| State of Missouri                   | 22.86    | 0.0473         |
| County Developmental Disability     | 1,983.92 | 4.1058         |
| Springfield R-12                    | 24.16    | 0.0500         |
| County Senior Services              | 523.25   | 1.0400         |
| Commercial Surtax                   | 3,183.25 | 6.5875         |
| Special Assessment (Downtown CIP)   | 174.25   | 0.4020         |

\*Per Greene County Assessor's Office  
\*\*This parcel would be 517 E. St. Louis Street.

STL 505 Redevelopment Area  
Tax Impact Analysis -- Assessment Assumptions

| 2019                 |            |              |            |            |              |            |
|----------------------|------------|--------------|------------|------------|--------------|------------|
| Appraised            |            |              | Assessed   |            |              |            |
|                      | Land       | Improvements | Total      | Land       | Improvements | Total      |
| Property             |            |              |            |            |              |            |
| 501 E. St. Louis St. | \$ 69,500  | \$ 202,600   | \$ 272,100 | \$ 22,420  | \$ 64,830    | \$ 87,070  |
| 505 E. St. Louis St. | -          | -            | -          | 42,080     | -            | 42,080     |
| 511 E. St. Louis St. | 164,000    | -            | 164,000    | 52,460     | -            | 52,460     |
| E. St. Louis St.     | 131,000    | -            | 131,000    | 48,320     | -            | 48,320     |
| Totals               | \$ 516,000 | \$ 202,600   | \$ 718,600 | \$ 165,120 | \$ 64,830    | \$ 229,950 |

| 2019                          |            |               |               |           |              |              |
|-------------------------------|------------|---------------|---------------|-----------|--------------|--------------|
| Appraised                     |            |               | Assessed      |           |              |              |
|                               | Land       | Improvements  | Total         | Land      | Improvements | Total        |
| Property                      |            |               |               |           |              |              |
| Square Footage (Net Rentable) |            |               |               |           |              |              |
| Residential                   | -          | -             | -             | -         | -            | -            |
| Total                         | 516,000.00 | 36,481.451    | 36,997.451    | 98,040.00 | 6,931.475.69 | 7,029,516    |
| Totals                        | \$ 516,000 | \$ 36,481.451 | \$ 36,997.451 | \$ 98,040 | \$ 6,931.476 | \$ 7,029,516 |

Portion of total value that is land  
Assessment ratio (commercial)\*  
Assessment ratio (residential)\*

**Est. Appraised Value of Improvements<sup>a</sup>**

\*2019 Values per Greene County Assessor's Office

\*Values based on Appraisal

# STL 505 REDEVELOPMENT AREA

| SOURCES & USES OF FUNDS                                                             |           |                  |       |           |                                                                                      |
|-------------------------------------------------------------------------------------|-----------|------------------|-------|-----------|--------------------------------------------------------------------------------------|
| <b>USE OF FUNDS</b> (Based on Development Budget)                                   |           |                  |       |           |                                                                                      |
| Land Acquisition Cost                                                               |           |                  |       |           | \$ 3,800,000.00                                                                      |
| Soft Cost - Development                                                             |           |                  |       |           | \$ 10,915,555.00                                                                     |
| Hard Cost - Development                                                             |           |                  |       |           | \$ 39,130,570.00                                                                     |
| <b>Cobined Total Cost</b>                                                           |           |                  |       |           | \$ 53,846,125.00                                                                     |
| *Actual Current Budget indicates \$50,115,281 (see Exhibit H to Redevelopment Plan) |           |                  |       |           |                                                                                      |
| <b>SOURCES OF FUNDS</b> (Based on Development Budget)                               |           |                  |       |           |                                                                                      |
| Developer Cash into Acquisition                                                     |           |                  |       |           | \$ 3,800,000.00                                                                      |
| Owner Cash/Equity into Development                                                  |           |                  |       |           | \$ 15,948,370.00                                                                     |
| Construction Loan                                                                   |           |                  |       |           | \$ 37,897,755.00                                                                     |
| <b>Total Loans + Equity</b>                                                         |           |                  |       |           | \$ 53,846,125.00                                                                     |
| Lender                                                                              | Loan Type | Amount           | Rate  | Term      | Other Details                                                                        |
| Lender 1                                                                            | Const.    | \$ 28,500,000.00 | 5.87% | 36 Months | Rate floating based on 1 month LIBOR + 370 (floating); first 24 months interest only |
| Lender 2                                                                            | PACE      | \$ 9,397,755.00  | 6.15% | 20 Years  | N/A                                                                                  |

STL 505 Redevelopment Area  
Tax Impact Analysis  
Projected Tax Revenue without Redevelopment

Biennial Growth Rate Assumption - Real Estate Taxes

-1.00%

| Real Estate Taxes Paid |          |                     |            |                     |                       |                      |               |               |                   |                    |                  |                          |            |                           |
|------------------------|----------|---------------------|------------|---------------------|-----------------------|----------------------|---------------|---------------|-------------------|--------------------|------------------|--------------------------|------------|---------------------------|
| Year                   |          | Assessed Value (\$) |            | 0.6218              | 0.2467                | 0.2023               | 0.1218        | 0.1218        | 0.0300            | 0.0473             | 4.1058           | 0.0500                   | 5.5475     | 0.4020                    |
| Plan                   | Calendar | Total Land          | Total Imp. | City of Springfield | Greene County Library | Ozarks Tech. College | Greene County | Road & Bridge | State of Missouri | Sheltered Workshop | Springfield R-12 | County Seniors' Services | Tax Paid   | Sp. Asses. (Downtown CID) |
| 1.0                    | 2021     | 165,120             | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                | 9,441            | 115                      | 12,756     | 924                       |
| 2.0                    | 2022     | 165,120             | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                | 9,441            | 115                      | 12,756     | 924                       |
| 3.0                    | 2023     | 163,469             | 64,182     | 1,416               | 562                   | 461                  | 277           | 277           | 68                | 108                | 9,347            | 114                      | 12,629     | 915                       |
| 4.0                    | 2024     | 163,469             | 64,182     | 1,416               | 562                   | 461                  | 277           | 277           | 68                | 108                | 9,347            | 114                      | 12,629     | 915                       |
| 5.0                    | 2025     | 161,834             | 63,540     | 1,401               | 556                   | 456                  | 275           | 275           | 68                | 107                | 9,253            | 113                      | 12,503     | 906                       |
| 6.0                    | 2026     | 161,834             | 63,540     | 1,401               | 556                   | 456                  | 275           | 275           | 68                | 107                | 9,253            | 113                      | 12,503     | 906                       |
| 7.0                    | 2027     | 160,216             | 62,904     | 1,387               | 550                   | 451                  | 272           | 272           | 67                | 106                | 9,161            | 112                      | 12,378     | 897                       |
| 8.0                    | 2028     | 160,216             | 62,904     | 1,387               | 550                   | 451                  | 272           | 272           | 67                | 106                | 9,161            | 112                      | 12,378     | 897                       |
| 9.0                    | 2029     | 158,614             | 62,275     | 1,373               | 545                   | 447                  | 269           | 269           | 66                | 104                | 9,069            | 110                      | 12,254     | 888                       |
| 10.0                   | 2030     | 158,614             | 62,275     | 1,373               | 545                   | 447                  | 269           | 269           | 66                | 104                | 9,069            | 110                      | 12,254     | 888                       |
| 11.0                   | 2031     | 157,027             | 61,653     | 1,360               | 539                   | 442                  | 266           | 266           | 66                | 103                | 8,979            | 109                      | 12,131     | 879                       |
| 12.0                   | 2032     | 157,027             | 61,653     | 1,360               | 539                   | 442                  | 266           | 266           | 66                | 103                | 8,979            | 109                      | 12,131     | 879                       |
| 13.0                   | 2033     | 155,457             | 61,036     | 1,346               | 534                   | 438                  | 264           | 264           | 65                | 102                | 8,889            | 108                      | 12,010     | 870                       |
| 14.0                   | 2034     | 155,457             | 61,036     | 1,346               | 534                   | 438                  | 264           | 264           | 65                | 102                | 8,889            | 108                      | 12,010     | 870                       |
| 15.0                   | 2035     | 153,903             | 60,426     | 1,333               | 529                   | 434                  | 261           | 261           | 64                | 101                | 8,800            | 107                      | 11,890     | 862                       |
| TOTAL                  |          |                     |            | \$ 20,760           | \$ 8,236              | \$ 6,754             | \$ 4,066      | \$ 4,066      | \$ 1,002          | \$ 1,579           | \$ 137,078       | \$ 1,669                 | \$ 185,211 | \$ 13,421                 |

# STL 505 Redevelopment Area Tax Impact Analysis Projected Taxes with Renovation but without Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

|       |          |                     |            | Real Estate Taxes Paid |                       |                      |               |               |                   |                    |                  |                          |              |                           |
|-------|----------|---------------------|------------|------------------------|-----------------------|----------------------|---------------|---------------|-------------------|--------------------|------------------|--------------------------|--------------|---------------------------|
| Year  |          | Assessed Value (\$) |            | 0.6218                 | 0.2467                | 0.2023               | 0.1218        | 0.1218        | 0.0300            | 0.0473             | 4.1058           | 0.0500                   | 5.5475       | Sp. Asses. (Downtown CID) |
| Plan  | Calendar | Total Land          | Total Imp. | City of Springfield    | Greene County Library | Ozarks Tech. College | Greene County | Road & Bridge | State of Missouri | Sheltered Workshop | Springfield R-12 | County Seniors' Services | Tax Paid     |                           |
| 1.0   | 2021     | 98,040              | 6,931,476  | \$ 43,710              | \$ 17,342             | \$ 14,221            | \$ 8,562      | \$ 8,562      | \$ 2,109          | \$ 3,325           | \$ 288,618       | \$ 3,515                 | \$ 389,962   | \$ 28,259                 |
| 2.0   | 2022     | 98,040              | 6,931,476  | 43,710                 | 17,342                | 14,221               | 8,562         | 8,562         | 2,109             | 3,325              | 288,618          | 3,515                    | 389,962      | 28,259                    |
| 3.0   | 2023     | 100,001             | 7,070,105  | 44,584                 | 17,689                | 14,505               | 8,733         | 8,733         | 2,151             | 3,391              | 294,390          | 3,585                    | 397,762      | 28,824                    |
| 4.0   | 2024     | 100,001             | 7,070,105  | 44,584                 | 17,689                | 14,505               | 8,733         | 8,733         | 2,151             | 3,391              | 294,390          | 3,585                    | 397,762      | 28,824                    |
| 5.0   | 2025     | 102,001             | 7,211,507  | 45,475                 | 18,042                | 14,795               | 8,908         | 8,908         | 2,194             | 3,459              | 300,278          | 3,657                    | 405,717      | 29,400                    |
| 6.0   | 2026     | 102,001             | 7,211,507  | 45,475                 | 18,042                | 14,795               | 8,908         | 8,908         | 2,194             | 3,459              | 300,278          | 3,657                    | 405,717      | 29,400                    |
| 7.0   | 2027     | 104,041             | 7,355,737  | 46,385                 | 18,403                | 15,091               | 9,086         | 9,086         | 2,238             | 3,528              | 306,284          | 3,730                    | 413,831      | 29,988                    |
| 8.0   | 2028     | 104,041             | 7,355,737  | 46,385                 | 18,403                | 15,091               | 9,086         | 9,086         | 2,238             | 3,528              | 306,284          | 3,730                    | 413,831      | 29,988                    |
| 9.0   | 2029     | 106,122             | 7,502,852  | 47,313                 | 18,771                | 15,393               | 9,268         | 9,268         | 2,283             | 3,599              | 312,409          | 3,804                    | 422,108      | 30,588                    |
| 10.0  | 2030     | 106,122             | 7,502,852  | 47,313                 | 18,771                | 15,393               | 9,268         | 9,268         | 2,283             | 3,599              | 312,409          | 3,804                    | 422,108      | 30,588                    |
| 11.0  | 2031     | 108,244             | 7,652,909  | 48,259                 | 19,147                | 15,701               | 9,453         | 9,453         | 2,328             | 3,671              | 318,657          | 3,881                    | 430,550      | 31,200                    |
| 12.0  | 2032     | 108,244             | 7,652,909  | 48,259                 | 19,147                | 15,701               | 9,453         | 9,453         | 2,328             | 3,671              | 318,657          | 3,881                    | 430,550      | 31,200                    |
| 13.0  | 2033     | 110,409             | 7,805,967  | 49,224                 | 19,530                | 16,015               | 9,642         | 9,642         | 2,375             | 3,744              | 325,031          | 3,958                    | 439,161      | 31,824                    |
| 14.0  | 2034     | 110,409             | 7,805,967  | 49,224                 | 19,530                | 16,015               | 9,642         | 9,642         | 2,375             | 3,744              | 325,031          | 3,958                    | 439,161      | 31,824                    |
| 15.0  | 2035     | 112,617             | 7,962,087  | 50,209                 | 19,920                | 16,335               | 9,835         | 9,835         | 2,422             | 3,819              | 331,531          | 4,037                    | 447,944      | 32,460                    |
| TOTAL |          |                     |            | \$ 700,107             | \$ 277,768            | \$ 227,777           | \$ 137,139    | \$ 137,139    | \$ 33,778         | \$ 53,257          | \$ 4,622,865     | \$ 56,297                | \$ 6,246,126 | \$ 452,626                |



STL 505 Redevelopment Area  
Tax Impact Analysis  
Projected Tax Impact following proposed Renovation and Abatement

Biennial Growth Rate Assumption - Real Estate Taxes

2.00%

| Real Estate Taxes Paid |          |            |            |                     |                       |                      |               |               |                   |                                 |                  |                          |              |                                       |            |
|------------------------|----------|------------|------------|---------------------|-----------------------|----------------------|---------------|---------------|-------------------|---------------------------------|------------------|--------------------------|--------------|---------------------------------------|------------|
| Assessed Value (\$)    |          |            |            | 0.6218              | 0.2467                | 0.2023               | 0.1218        | 0.1218        | 0.0300            | 0.0473                          | 4.1058           | 0.0500                   | 5.5475       | 0.4020                                |            |
| Year                   |          |            |            | City of Springfield | Greene County Library | Ozarks Tech. College | Greene County | Road & Bridge | State of Missouri | County Developmental Disability | Springfield R-12 | County Seniors' Services | Tax Paid     | Sp. Asses. PILOTs (Downtown Paid CID) |            |
| Plan                   | Calendar | Total Land | Total Imp. |                     |                       |                      |               |               |                   |                                 |                  |                          |              |                                       |            |
| 1 0                    | 2021     | 165,120    | 64,830     | \$ 1,430            | \$ 567                | \$ 465               | \$ 280        | \$ 280        | \$ 69             | \$ 109                          | \$ 9,441         | \$ 115                   | \$ 12,756    | \$ 4,271                              | \$ 23,580  |
| 2 0                    | 2022     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 23,580     |
| 3 0                    | 2023     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 24,051     |
| 4 0                    | 2024     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 24,051     |
| 5 0                    | 2025     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 24,533     |
| 6 0                    | 2026     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 24,533     |
| 7 0                    | 2027     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 25,023     |
| 8 0                    | 2028     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 25,023     |
| 9 0                    | 2029     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 25,524     |
| 10 0                   | 2030     | 165,120    | 64,830     | 1,430               | 567                   | 465                  | 280           | 280           | 69                | 109                             | 9,441            | 115                      | 12,756       | 4,271                                 | 25,524     |
| 11 0                   | 2031     | 54,122     | 3,826,455  | 24,129              | 9,573                 | 7,850                | 4,727         | 4,727         | 1,164             | 1,836                           | 159,329          | 1,940                    | 215,275      | -                                     | 26,034     |
| 12 0                   | 2032     | 54,122     | 3,826,455  | 24,129              | 9,573                 | 7,850                | 4,727         | 4,727         | 1,164             | 1,836                           | 159,329          | 1,940                    | 215,275      | -                                     | 26,034     |
| 13 0                   | 2033     | 55,204     | 3,902,984  | 24,612              | 9,765                 | 8,007                | 4,821         | 4,821         | 1,187             | 1,872                           | 162,515          | 1,979                    | 219,580      | -                                     | 26,555     |
| 14 0                   | 2034     | 55,204     | 3,902,984  | 24,612              | 9,765                 | 8,007                | 4,821         | 4,821         | 1,187             | 1,872                           | 162,515          | 1,979                    | 219,580      | -                                     | 26,555     |
| 15 0                   | 2035     | 56,309     | 3,981,043  | 25,104              | 9,960                 | 8,168                | 4,917         | 4,917         | 1,211             | 1,910                           | 165,766          | 2,019                    | 223,972      | -                                     | 27,086     |
| TOTAL                  |          |            |            | \$ 136,885          | \$ 54,309             | \$ 44,535            | \$ 26,814     | \$ 26,814     | \$ 6,604          | \$ 10,413                       | \$ 903,866       | \$ 11,007                | \$ 1,221,248 | \$ 42,707                             | \$ 377,685 |

STL 505 Redevelopment Area  
Tax Impact Analysis - Distribution of PILOTs

Biennial Growth Rate Assumption - Real Estate Taxes 2.00%

| PILOTs Paid to Taxing Jurisdictions |             |                     |                       |                      |               |               |                   |                                 |                  |                          |                   |             |           |
|-------------------------------------|-------------|---------------------|-----------------------|----------------------|---------------|---------------|-------------------|---------------------------------|------------------|--------------------------|-------------------|-------------|-----------|
| Year                                | PILOTs (\$) | 0.6218              | 0.2467                | 0.2023               | 0.1218        | 0.1218        | 0.0300            | 0.0473                          | 4.1058           | 0.0500                   | 1.0400            | 6.5875      |           |
| Plan                                | Calendar    | City of Springfield | Greene County Library | Ozarks Tech. College | Greene County | Road & Bridge | State of Missouri | County Developmental Disability | Springfield R-12 | County Seniors' Services | Commercial SurTax | PILOTs Paid |           |
| 10                                  | 2021        | \$ 4,271            | \$ 403                | \$ 160               | \$ 131        | \$ 79         | \$ 19             | \$ 31                           | \$ 2,662         | \$ 32                    | \$ 674            | \$ 4,271    |           |
| 20                                  | 2022        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 30                                  | 2023        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 40                                  | 2024        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 50                                  | 2025        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 60                                  | 2026        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 70                                  | 2027        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 80                                  | 2028        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 90                                  | 2029        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 100                                 | 2030        | 4,271               | 403                   | 160                  | 131           | 79            | 19                | 31                              | 2,662            | 32                       | 674               | 4,271       |           |
| 110                                 | 2031        | -                   | -                     | -                    | -             | -             | -                 | -                               | -                | -                        | -                 | -           |           |
| 120                                 | 2032        | -                   | -                     | -                    | -             | -             | -                 | -                               | -                | -                        | -                 | -           |           |
| 130                                 | 2033        | -                   | -                     | -                    | -             | -             | -                 | -                               | -                | -                        | -                 | -           |           |
| 140                                 | 2034        | -                   | -                     | -                    | -             | -             | -                 | -                               | -                | -                        | -                 | -           |           |
| 150                                 | 2035        | -                   | -                     | -                    | -             | -             | -                 | -                               | -                | -                        | -                 | -           |           |
| TOTAL                               |             | \$ 42,707           | \$ 4,031              | \$ 1,599             | \$ 1,312      | \$ 790        | \$ 790            | \$ 194                          | \$ 307           | \$ 26,618                | \$ 324            | \$ 6,742    | \$ 42,707 |

# STL 505 Redevelopment Area Tax Impact Analysis

| Jurisdiction                    | Tax Revenue                              |                                         |                  |
|---------------------------------|------------------------------------------|-----------------------------------------|------------------|
|                                 | Without<br>Redevelopment<br>or Abatement | With<br>Redevelopment<br>and Abatement* | Impact on Juris. |
| City of Springfield             | \$ 20,760                                | \$ 140,917                              | \$ 120,157       |
| Greene County Library           | 8,236                                    | 55,909                                  | 47,672           |
| Ozarks Technical College        | 6,754                                    | 45,847                                  | 39,093           |
| Greene County                   | 4,066                                    | 27,603                                  | 23,537           |
| Road & Bridge                   | 4,066                                    | 27,603                                  | 23,537           |
| State of Missouri               | 1,002                                    | 6,799                                   | 5,797            |
| County Developmental Disability | 1,579                                    | 10,719                                  | 9,140            |
| Springfield R-12                | 137,078                                  | 930,484                                 | 793,406          |
| County Seniors' Services        | 1,669                                    | 11,331                                  | 9,662            |
| Total                           | \$ 185,211                               | \$ 1,257,212                            | \$ 1,072,001     |

\*Includes Taxes and PILOTS

**EXHIBIT G**  
**[REDEVELOPMENT PLANS AND SPECS]**

[please see attached]



**COLLEGE  
TOWN**  
INTERNATIONAL

**h**designgroup  
architects + design

**FORMATION**  
Development Group, LLC

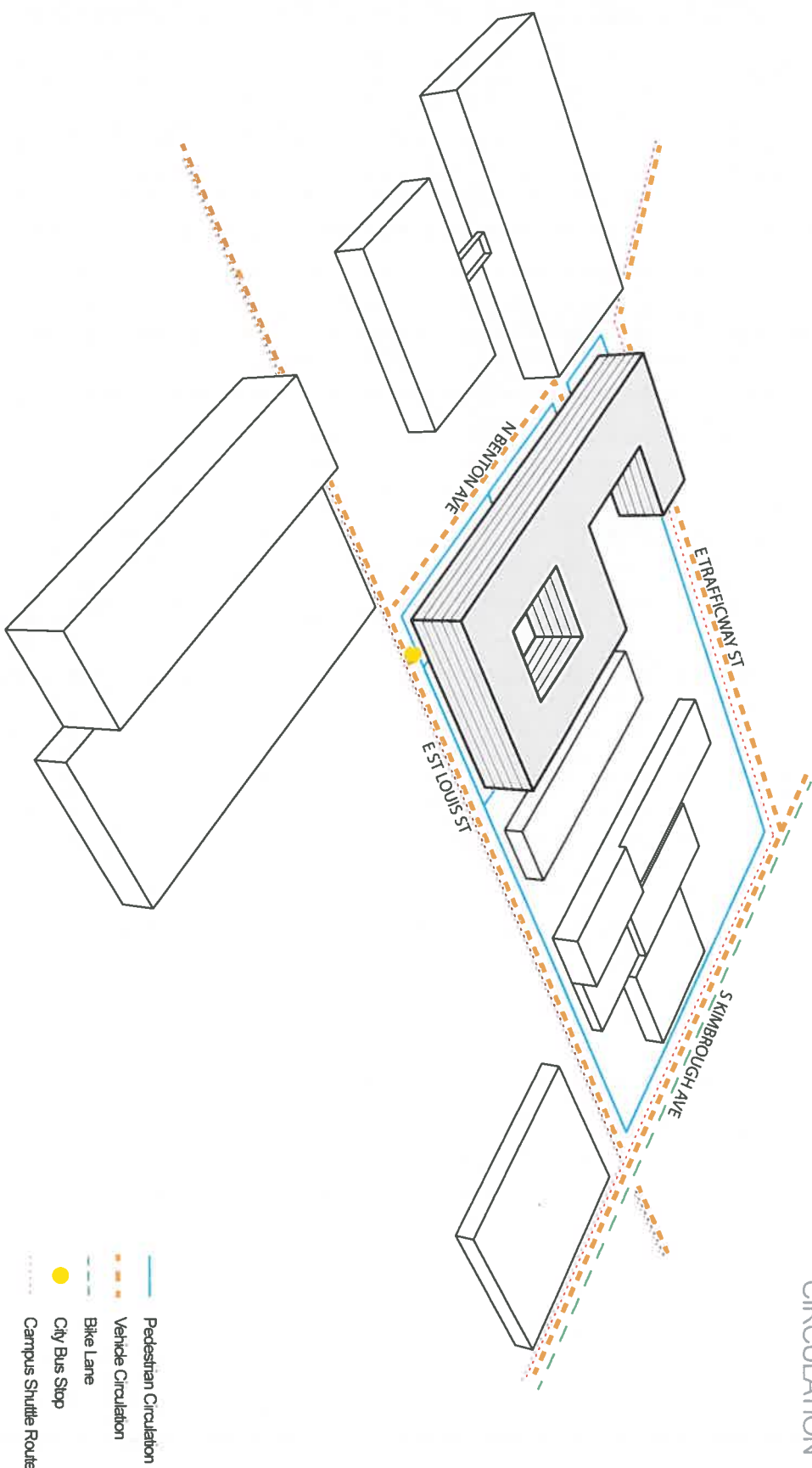
**HENDERSON**  
ENGINEERS

**olsson**

**hollis + miller**  
architects

**SCHEMATIC DESIGN**  
**STL 505**

# ARCHITECTURAL DESIGN CIRCULATION







hollis + miller architects

12



- Studio
- 1 Bedroom Unit
- 2 Bedroom Unit
- 3 Bedroom Unit
- 4 Bedroom Unit

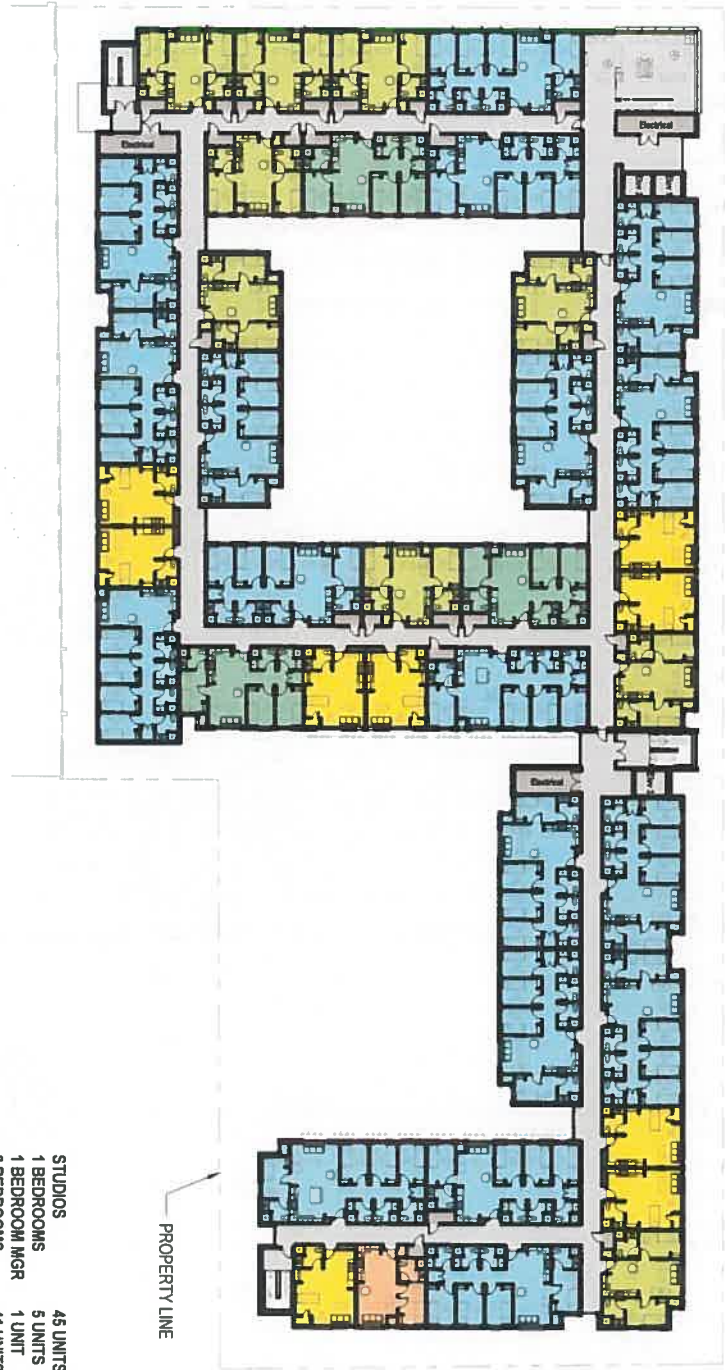
ARCHITECTURAL DESIGN  
FLOOR PLANS - LEVEL 1



|               |                          |
|---------------|--------------------------|
| STUDIOS       | 46 UNITS                 |
| 1 BEDROOMS    | 5 UNITS                  |
| 1 BEDROOM MGR | 1 UNIT                   |
| 2 BEDROOMS    | 41 UNITS                 |
| 3 BEDROOM     | 14 UNITS                 |
| 4 BEDROOMS    | 88 UNITS                 |
| TOTAL BEDS    | 526 BEDS (EXL. MGR UNIT) |

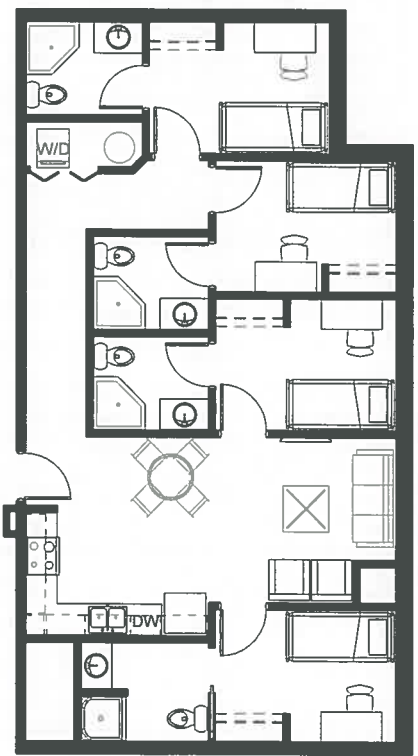
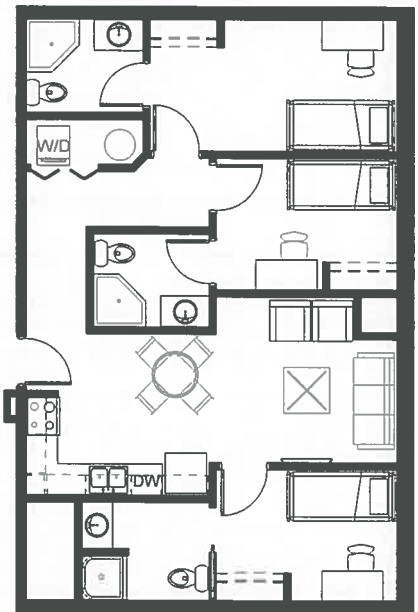
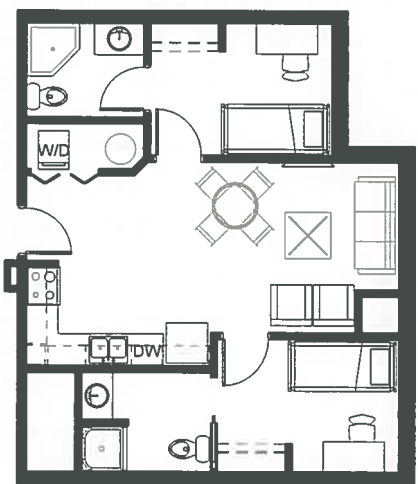
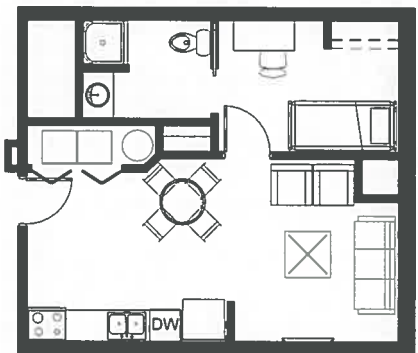
- Studio
- 2 Bedroom Unit
- 4 Bedroom Unit
- 1 Bedroom Unit
- 3 Bedroom Unit

# ARCHITECTURAL DESIGN FLOOR PLANS - LEVEL 2-5



|               |                          |
|---------------|--------------------------|
| STUDIOS       | 45 UNITS                 |
| 1 BEDROOMS    | 5 UNITS                  |
| 1 BEDROOM MGR | 1 UNIT                   |
| 2 BEDROOMS    | 41 UNITS                 |
| 3 BEDROOM     | 14 UNITS                 |
| 4 BEDROOMS    | 88 UNITS                 |
| TOTAL BEDS    | 526 BEDS (EXL. MGR UNIT) |

# ARCHITECTURAL DESIGN UNIT PLANS



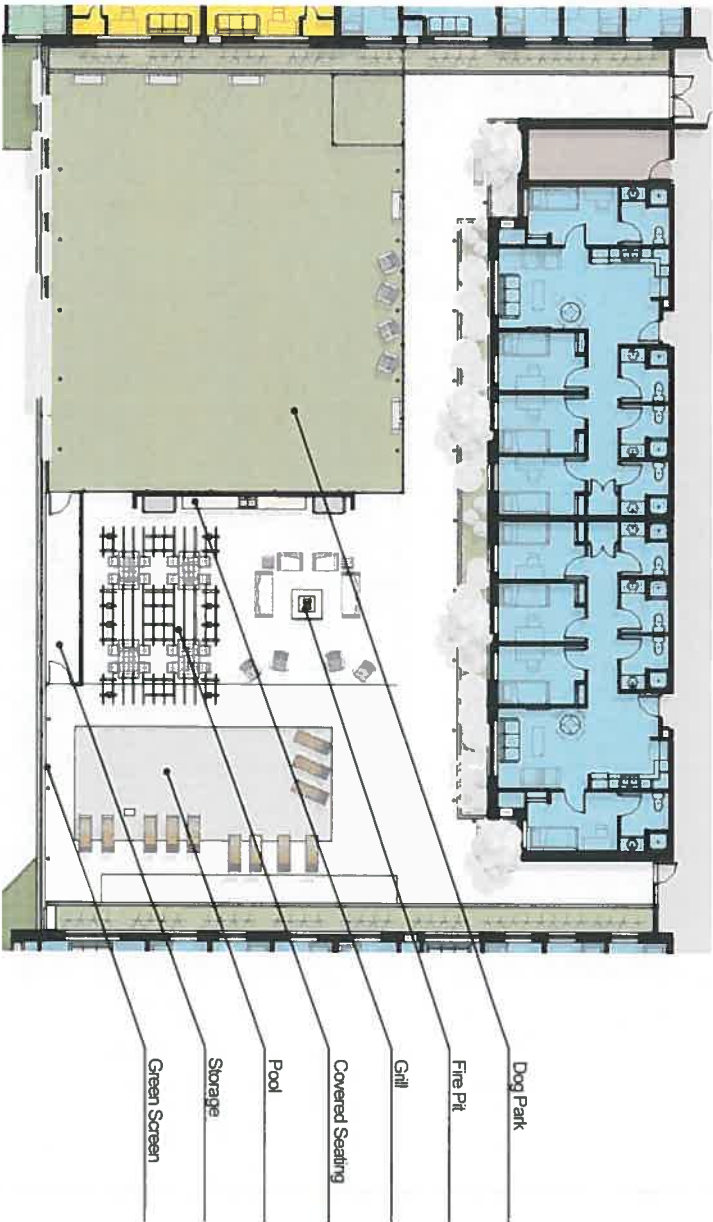




hollis + miller  
architects

Precedent Images

## ARCHITECTURAL DESIGN COURTYARDS

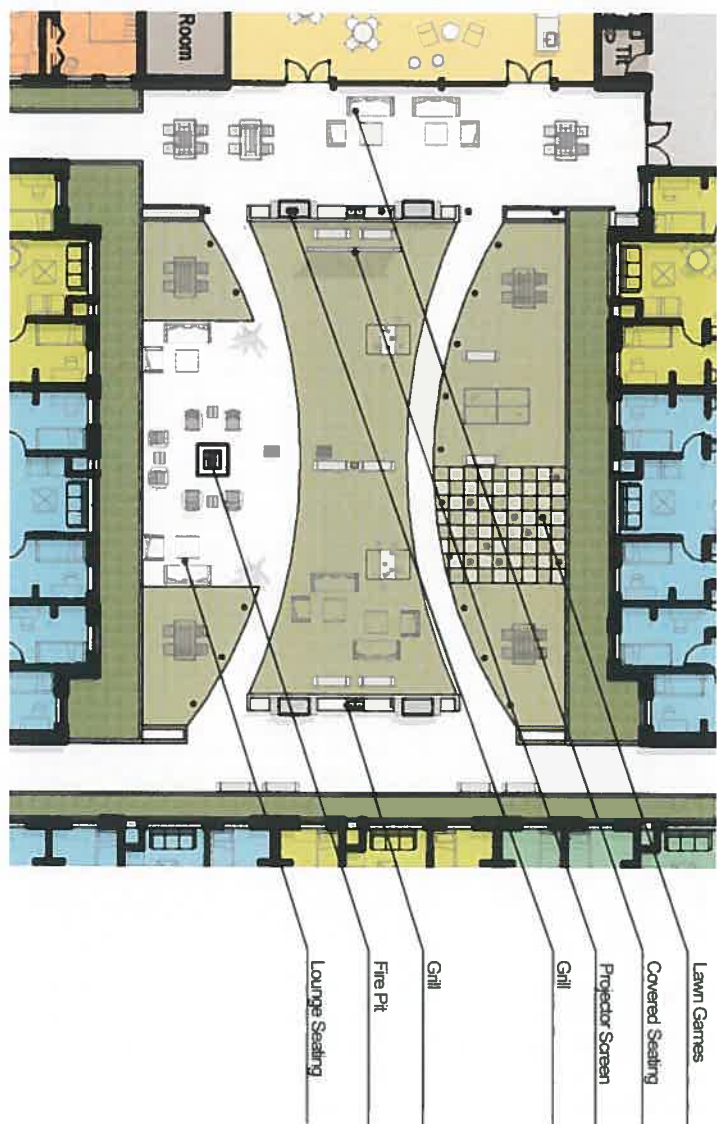


SCHEMATIC DESIGN SUBMITTAL  
505 STL - SPRINGFIELD HOUSING PROJECT



Precedent Images

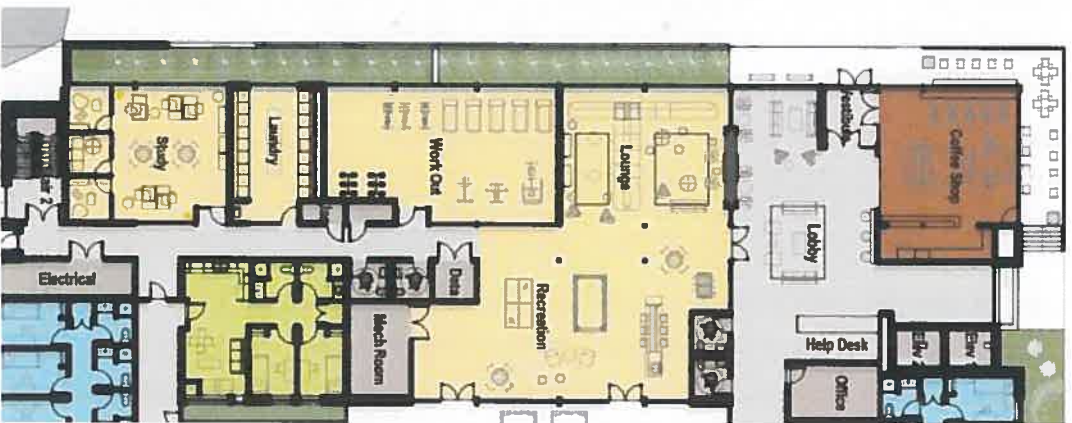
**hollis + miller**  
architects



# ARCHITECTURAL DESIGN COURTYARDS

**SCHEMATIC DESIGN SUBMITTAL**  
505 STL - SPRINGFIELD HOUSING PROJECT





Lobby



Coffee Shop



Lounge



Recreation

## ARCHITECTURAL DESIGN AMENITY SPACES

The entry of the building is supported by many amenity spaces. Surrounding the lobby, building users have access to places to relax or be active both in groups and as individuals. Located adjacent to the building, the entry lobby and the coffee shop allow users access to both indoor and outdoor seating. On the opposite side of the lobby, the lounge and recreation areas provide users with many options for places to gather, socialize and work. The lounge hosts various seating options as well as televisions and a fireplace. In the recreation area, students will find places to gather and play games such as ping pong or pool. Removed from the bustling entry, there is a quieter space supported by small meeting rooms where users can work and study. Located in between the work and lounge zones, users will have access to a fitness and laundry room. Users will find each room equipped with all they will need to fully utilize the space including both cardio and strength-training equipment.

ARCHITECTURAL DESIGN  
EXTERIOR ELEVATIONS

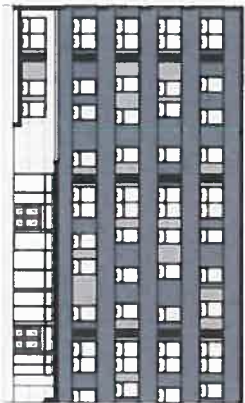


West Elevation



East Elevation

# ARCHITECTURAL DESIGN EXTERIOR ELEVATIONS



North Courtyard Elevation



East Courtyard Elevation



North Elevation



South Elevation



## ARCHITECTURAL DESIGN RENDERINGS



Building Entry



Enclosed Courtyard

## ARCHITECTURAL DESIGN RENDERINGS



Lobby and Coffee Shop



Recreation and Lounge

**EXHIBIT H**  
[ESTIMATED CONSTRUCTION COSTS /PROJECT BUDGET]

[please see attached]

## PROJECTED BUDGET

| <b>Land Cost</b>                                          | \$3,800,000  | <b>Soft Costs</b>           |              |
|-----------------------------------------------------------|--------------|-----------------------------|--------------|
| <b>Hard Costs</b>                                         |              | Architecture & Engineering  | \$1,617,000  |
| General Requirements w/Builders Risk, Completion Guaranty | \$3,980,000  | Unit FF&E                   | \$1,153,000  |
| Existing Conditions                                       | \$2,500,000  | Development Fee             | \$1,350,000  |
| Concrete                                                  | \$2,280,000  | Legal and Organizational    | \$475,000    |
| Masonry                                                   | \$1,560,000  | Title & Escrow Closing Fees | \$120,000    |
| Steel                                                     | \$1,830,000  | Pre-Marketing/Lease Up      | \$360,000    |
| Woods, Plastics & Composites                              | \$2,540,000  | Permits & Fees              | \$39,830     |
| Thermal & Moisture Protection                             | \$1,100,000  | Real Estate Property Taxes  | \$392,336    |
| Openings                                                  | \$1,800,000  | Interest Expense            | \$3,295,336  |
| Finishes                                                  | \$3,728,000  | Financing Costs/Fees        | \$844,751    |
| Specialties                                               | \$863,000    | Contingency/Reserves        | \$1,000,000  |
| Equipment                                                 | \$750,000    | Miscellaneous               | \$268,303    |
| Special Equipment                                         | \$450,000    |                             |              |
| Special Construction                                      | \$825,000    | <b>SOFT COSTS SUBTOTAL</b>  | \$10,915,556 |
| Fire Supression                                           | \$904,500    |                             |              |
| Plumbing                                                  | \$2,250,000  | <b>TOTAL PROJECT COSTS</b>  | \$53,846,126 |
| HVAC                                                      | \$2,350,000  |                             |              |
| Electrical                                                | \$2,151,619  |                             |              |
| Framing                                                   | \$475,000    |                             |              |
| Pool Design                                               | \$55,000     |                             |              |
| Podium Piers                                              | \$560,000    |                             |              |
| Drainage/Water Proofing                                   | \$170,000    |                             |              |
| Earthwork                                                 | \$2,485,000  |                             |              |
| Exterior Improvements                                     | \$1,714,451  |                             |              |
| Utilities                                                 | \$1,500,000  |                             |              |
| Other                                                     | \$309,000    |                             |              |
| <b>LAND &amp; HARD COSTS SUBTOTAL</b>                     | \$42,930,570 | <b>TOTAL PROJECT COSTS</b>  | \$53,846,126 |

**EXHIBIT I**  
**[OPERATING EXPESNES/INCOME]**

[please see attached]

# STL 505 Redevelopment Area PRO-FORMA

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 2021              |                                                        |                   |                                                        | 2022              |                   |                   |                   | 2023              |                   |                   |                   | 2024              |                   |                   |                   | 2025                                   |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|--------------------------------------------------------|-------------------|--------------------------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------------------------------|--|-----------------------------------------------|--|------------------------------------------|--|--------------------------------------------------------|------|--------------------------------------------------------|------|--------------------------------------------------------|------|-----------------------------------|------|----------------|------|-----------------------------------|------|----------------------------------|------|-----------|------|----------------------------------|------|------------------------------------|------|-------------|------|------------------------------------|------|-------------------------------------|-------|--|--|-------------------------------------|-------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Projections       | w/Abatement                                            | Projections       | w/Abatement                                            | Projections       | w/Abatement       | Projections       | w/Abatement       | Projections       | w/Abatement       | Projections       | w/Abatement       | Projections       | w/Abatement       | Projections       | w/Abatement       |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| INCOME:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| STL 505- Apartments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Studio (45 units)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ 4,286,280.00   | \$ 4,286,280.00                                        | \$ 4,543,456.80   | \$ 4,543,456.80                                        | \$ 4,850,355.00   | \$ 4,850,355.00   | \$ 4,961,621.52   | \$ 4,961,621.52   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   | \$ 5,075,466.50   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| 1-Bed (5 units)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | \$ 453,600.00     | \$ 453,600.00                                          | \$ 480,816.00     | \$ 480,816.00                                          | \$ 513,294.00     | \$ 513,294.00     | \$ 525,202.42     | \$ 525,202.42     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     | \$ 537,387.12     |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| 2-Bed (41 units)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 53,400.00      | \$ 53,400.00                                           | \$ 56,604.00      | \$ 56,604.00                                           | \$ 60,427.00      | \$ 60,427.00      | \$ 60,567.19      | \$ 60,567.19      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      | \$ 60,707.71      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| 3-Bed (14 units)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 728,160.00     | \$ 728,160.00                                          | \$ 771,849.60     | \$ 771,849.60                                          | \$ 823,986.00     | \$ 823,986.00     | \$ 843,102.48     | \$ 843,102.48     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     | \$ 862,662.45     |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| 4-Bed (88 units)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ 347,760.00     | \$ 347,760.00                                          | \$ 368,625.60     | \$ 368,625.60                                          | \$ 393,525.00     | \$ 393,525.00     | \$ 402,654.78     | \$ 402,654.78     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     | \$ 411,996.37     |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Non-Apartment Income*                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 2,703,360.00   | \$ 2,703,360.00                                        | \$ 2,865,561.60   | \$ 2,865,561.60                                        | \$ 3,059,123.00   | \$ 3,059,123.00   | \$ 3,130,094.65   | \$ 3,130,094.65   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   | \$ 3,202,712.85   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Gross Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ 4,433,601.00   | \$ 4,433,601.00                                        | \$ 4,699,617.06   | \$ 4,699,617.06                                        | \$ 5,017,063.00   | \$ 5,017,063.00   | \$ 5,132,197.15   | \$ 5,132,197.15   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   | \$ 5,249,999.48   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Less Vacancy                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | \$ (214,314.00)   | \$ (214,314.00)                                        | \$ (227,172.84)   | \$ (227,172.84)                                        | \$ (242,517.75)   | \$ (242,517.75)   | \$ (248,081.08)   | \$ (248,081.08)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   | \$ (253,773.32)   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Less (Credit Loss = .50%)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ -              | \$ -                                                   | \$ (21,431.40)    | \$ (21,431.40)                                         | \$ (24,251.78)    | \$ (24,251.78)    | \$ (24,808.11)    | \$ (24,808.11)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    | \$ (25,377.33)    |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Adjusted Gross Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | \$ 4,219,287.00   | \$ 4,219,287.00                                        | \$ 4,451,012.82   | \$ 4,451,012.82                                        | \$ 4,750,293.48   | \$ 4,750,293.48   | \$ 4,859,307.96   | \$ 4,859,307.96   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   | \$ 4,970,848.82   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| EXPENSES:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Real Estate Taxes (Including PILOTs)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ (389,962)      | \$ (17,027)                                            | \$ (389,962)      | \$ (17,027)                                            | \$ (397,762)      | \$ (17,027)       | \$ (397,762)      | \$ (17,027)       | \$ (405,717)      | \$ (17,027)       | \$ (405,717)      | \$ (17,027)       | \$ (405,717)      | \$ (17,027)       | \$ (405,717)      | \$ (17,027)       |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Downtown CID Assessment                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | \$ (28,259)       | \$ (28,259)                                            | \$ (28,259)       | \$ (28,259)                                            | \$ (28,824)       | \$ (28,824)       | \$ (28,824)       | \$ (28,824)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       | \$ (29,400)       |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Insurance - Apartments/Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | \$ (335,000)      | \$ (335,000)                                           | \$ (335,000)      | \$ (335,000)                                           | \$ (379,086)      | \$ (379,086)      | \$ (390,459)      | \$ (390,459)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      | \$ (402,172)      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Reserves - Apartments/Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | \$ (85,000)       | \$ (85,000)                                            | \$ (85,000)       | \$ (85,000)                                            | \$ (85,850)       | \$ (85,850)       | \$ (88,426)       | \$ (88,426)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       | \$ (91,078)       |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Utilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ (200,000)      | \$ (200,000)                                           | \$ (200,000)      | \$ (200,000)                                           | \$ (226,320)      | \$ (226,320)      | \$ (233,110)      | \$ (233,110)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      | \$ (240,103)      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Maintenance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | \$ (150,000)      | \$ (150,000)                                           | \$ (150,000)      | \$ (150,000)                                           | \$ (169,740)      | \$ (169,740)      | \$ (174,832)      | \$ (174,832)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      | \$ (180,077)      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Payroll/Admin/Other                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | \$ (425,000)      | \$ (425,000)                                           | \$ (425,000)      | \$ (425,000)                                           | \$ (480,930)      | \$ (480,930)      | \$ (495,358)      | \$ (495,358)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      | \$ (510,219)      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Management Fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ (171,339)      | \$ (171,339)                                           | \$ (171,339)      | \$ (171,339)                                           | \$ (192,434)      | \$ (192,434)      | \$ (198,207)      | \$ (198,207)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      | \$ (204,153)      |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Miscellaneous                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | \$ (70,000)       | \$ (70,000)                                            | \$ (70,000)       | \$ (70,000)                                            | \$ (79,212)       | \$ (79,212)       | \$ (81,588)       | \$ (81,588)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       | \$ (84,036)       |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Total Expenses                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | \$ (1,854,560.38) | \$ (1,481,625.15)                                      | \$ (1,854,560.38) | \$ (1,481,625.15)                                      | \$ (2,040,157.63) | \$ (1,659,423.15) | \$ (2,088,564.79) | \$ (1,707,830.31) | \$ (2,146,955.40) | \$ (1,758,265.69) | \$ (2,146,955.40) | \$ (1,758,265.69) | \$ (2,146,955.40) | \$ (1,758,265.69) | \$ (2,146,955.40) | \$ (1,758,265.69) |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Net Operating Income                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | \$ 2,364,726.62   | \$ 2,737,661.85                                        | \$ 2,596,452.44   | \$ 2,969,387.67                                        | \$ 2,709,135.84   | \$ 3,090,870.32   | \$ 2,770,743.17   | \$ 3,151,477.65   | \$ 2,823,893.42   | \$ 3,212,583.13   | \$ 2,823,893.42   | \$ 3,212,583.13   | \$ 2,823,893.42   | \$ 3,212,583.13   | \$ 2,823,893.42   | \$ 3,212,583.13   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Less Debt Service** (Int. only until 2021)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | \$ (2,490,680.00) | \$ (2,490,680.00)                                      | \$ (2,327,312.00) | \$ (2,327,312.00)                                      | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) | \$ (2,327,312.00) |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Cash Flow                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | \$ (125,953.38)   | \$ 246,981.85                                          | \$ 224,140.44     | \$ 597,075.67                                          | \$ 337,823.84     | \$ 718,558.32     | \$ 398,431.17     | \$ 779,165.65     | \$ 451,581.42     | \$ 840,271.13     | \$ 451,581.42     | \$ 840,271.13     | \$ 451,581.42     | \$ 840,271.13     | \$ 451,581.42     | \$ 840,271.13     |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Cash on Cash Return                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | -0.79%            | 1.55%                                                  | 1.41%             | 3.74%                                                  | 2.12%             | 4.51%             | 2.50%             | 4.89%             | 2.83%             | 5.27%             | 2.83%             | 5.27%             | 2.83%             | 5.27%             | 2.83%             | 5.27%             |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Return Analysis follows this Pro Forma                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| *Other Income is an estimate of coffee shop, vending, misc. fees, exterior laundry, etc. (No parking income is currently estimated)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| **Permanent Financing beginning in 2022 assumes a 4.75% interest rate on a 360 month amortization on a loan amount of \$38,397,755                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Est. Payment = \$200.30/month.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| <table><tr><th colspan="2">Apartment Vacancy Loss (per appraisal)</th><th colspan="2">Est. Avg. Exp. Increase (after Stabilization)</th><th colspan="2">Est. Rental Growth (after Stabilization)</th></tr><tr><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>5.0%</td><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>3.0%</td><td>% of Total Adjusted Gross Income (as of Stabilization)</td><td>2.3%</td></tr><tr><td>Insurance - Apartments/Commercial</td><td>8.0%</td><td>Management Fee</td><td>4.1%</td><td>Insurance - Apartments/Commercial</td><td>8.0%</td></tr><tr><td>Reserves - Apartments/Commercial</td><td>1.8%</td><td>Utilities</td><td>4.8%</td><td>Reserves - Apartments/Commercial</td><td>1.8%</td></tr><tr><td>Misc. (Incl. Adv., Internet, etc.)</td><td>1.7%</td><td>Maintenance</td><td>3.6%</td><td>Misc. (Incl. Adv., Internet, etc.)</td><td>1.7%</td></tr><tr><td>Payroll, Administrative and General</td><td>10.2%</td><td></td><td></td><td>Payroll, Administrative and General</td><td>10.2%</td></tr></table> |                   |                                                        |                   |                                                        |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   | Apartment Vacancy Loss (per appraisal) |  | Est. Avg. Exp. Increase (after Stabilization) |  | Est. Rental Growth (after Stabilization) |  | % of Total Adjusted Gross Income (as of Stabilization) | 5.0% | % of Total Adjusted Gross Income (as of Stabilization) | 3.0% | % of Total Adjusted Gross Income (as of Stabilization) | 2.3% | Insurance - Apartments/Commercial | 8.0% | Management Fee | 4.1% | Insurance - Apartments/Commercial | 8.0% | Reserves - Apartments/Commercial | 1.8% | Utilities | 4.8% | Reserves - Apartments/Commercial | 1.8% | Misc. (Incl. Adv., Internet, etc.) | 1.7% | Maintenance | 3.6% | Misc. (Incl. Adv., Internet, etc.) | 1.7% | Payroll, Administrative and General | 10.2% |  |  | Payroll, Administrative and General | 10.2% |
| Apartment Vacancy Loss (per appraisal)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                   | Est. Avg. Exp. Increase (after Stabilization)          |                   | Est. Rental Growth (after Stabilization)               |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| % of Total Adjusted Gross Income (as of Stabilization)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | 5.0%              | % of Total Adjusted Gross Income (as of Stabilization) | 3.0%              | % of Total Adjusted Gross Income (as of Stabilization) | 2.3%              |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Insurance - Apartments/Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 8.0%              | Management Fee                                         | 4.1%              | Insurance - Apartments/Commercial                      | 8.0%              |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Reserves - Apartments/Commercial                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 1.8%              | Utilities                                              | 4.8%              | Reserves - Apartments/Commercial                       | 1.8%              |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Misc. (Incl. Adv., Internet, etc.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 1.7%              | Maintenance                                            | 3.6%              | Misc. (Incl. Adv., Internet, etc.)                     | 1.7%              |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |
| Payroll, Administrative and General                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | 10.2%             |                                                        |                   | Payroll, Administrative and General                    | 10.2%             |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                   |                                        |  |                                               |  |                                          |  |                                                        |      |                                                        |      |                                                        |      |                                   |      |                |      |                                   |      |                                  |      |           |      |                                  |      |                                    |      |             |      |                                    |      |                                     |       |  |  |                                     |       |



| 2026                | 2026              | 2027                | 2027              | 2028                | 2028              | 2029                | 2029              | 2030                | 2030              | 2031                | 2031              |
|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       |
| \$ 5,191,949.74     | \$ 5,191,949.74   | \$ 5,311,132.46     | \$ 5,311,132.46   | \$ 5,433,077.27     | \$ 5,433,077.27   | \$ 5,557,848.24     | \$ 5,557,848.24   | \$ 5,685,510.94     | \$ 5,685,510.94   | \$ 5,816,132.44     | \$ 5,816,132.44   |
| \$ 549,854.50       | \$ 549,854.50     | \$ 562,611.12       | \$ 562,611.12     | \$ 575,653.70       | \$ 575,653.70     | \$ 589,019.10       | \$ 589,019.10     | \$ 602,684.34       | \$ 602,684.34     | \$ 616,666.62       | \$ 616,666.62     |
| \$ 60,848.55        | \$ 60,848.55      | \$ 60,989.72        | \$ 60,989.72      | \$ 61,131.21        | \$ 61,131.21      | \$ 61,273.04        | \$ 61,273.04      | \$ 61,415.19        | \$ 61,415.19      | \$ 61,557.67        | \$ 61,557.67      |
| \$ 882,676.22       | \$ 882,676.22     | \$ 903,154.31       | \$ 903,154.31     | \$ 924,107.49       | \$ 924,107.49     | \$ 945,546.78       | \$ 945,546.78     | \$ 967,483.47       | \$ 967,483.47     | \$ 989,929.09       | \$ 989,929.09     |
| \$ 421,554.69       | \$ 421,554.69     | \$ 431,334.76       | \$ 431,334.76     | \$ 441,341.72       | \$ 441,341.72     | \$ 451,580.85       | \$ 451,580.85     | \$ 462,057.53       | \$ 462,057.53     | \$ 472,777.26       | \$ 472,777.26     |
| \$ 3,277,015.79     | \$ 3,277,015.79   | \$ 3,353,042.55     | \$ 3,353,042.55   | \$ 3,430,833.14     | \$ 3,430,833.14   | \$ 3,510,428.47     | \$ 3,510,428.47   | \$ 3,591,870.41     | \$ 3,591,870.41   | \$ 3,675,201.80     | \$ 3,675,201.80   |
| \$ 178,582          | \$ 178,582        | \$ 183,725          | \$ 183,725        | \$ 186,964          | \$ 186,964        | \$ 191,302          | \$ 191,302        | \$ 195,740          | \$ 195,740        | \$ 200,281          | \$ 200,281        |
| \$ 5,370,531.89     | \$ 5,370,531.89   | \$ 5,493,857.71     | \$ 5,493,857.71   | \$ 5,620,041.74     | \$ 5,620,041.74   | \$ 5,749,150.29     | \$ 5,749,150.29   | \$ 5,881,251.20     | \$ 5,881,251.20   | \$ 6,016,413.88     | \$ 6,016,413.88   |
| \$ (259,597.49)     | \$ (259,597.49)   | \$ (265,556.62)     | \$ (265,556.62)   | \$ (271,653.86)     | \$ (271,653.86)   | \$ (277,892.41)     | \$ (277,892.41)   | \$ (284,275.55)     | \$ (284,275.55)   | \$ (290,806.62)     | \$ (290,806.62)   |
| \$ (35,959.75)      | \$ (35,959.75)    | \$ (26,555.66)      | \$ (26,555.66)    | \$ (27,165.39)      | \$ (27,165.39)    | \$ (27,789.24)      | \$ (27,789.24)    | \$ (28,427.55)      | \$ (28,427.55)    | \$ (29,080.66)      | \$ (29,080.66)    |
| \$ 5,084,974.65     | \$ 5,084,974.65   | \$ 5,201,745.42     | \$ 5,201,745.42   | \$ 5,321,222.49     | \$ 5,321,222.49   | \$ 5,443,468.64     | \$ 5,443,468.64   | \$ 5,568,548.10     | \$ 5,568,548.10   | \$ 5,696,526.59     | \$ 5,696,526.59   |
| \$ (405,717)        | \$ (17,027)       | \$ (405,717)        | \$ (17,027)       | \$ (405,717)        | \$ (17,027)       | \$ (405,717)        | \$ (17,027)       | \$ (405,717)        | \$ (17,027)       | \$ (430,550)        | \$ (215,275)      |
| \$ (29,400)         | \$ (29,400)       | \$ (29,988)         | \$ (29,988)       | \$ (29,988)         | \$ (29,988)       | \$ (30,588)         | \$ (30,588)       | \$ (30,588)         | \$ (30,588)       | \$ (31,200)         | \$ (31,200)       |
| \$ (414,238)        | \$ (414,238)      | \$ (426,665)        | \$ (426,665)      | \$ (439,465)        | \$ (439,465)      | \$ (452,649)        | \$ (452,649)      | \$ (466,228)        | \$ (466,228)      | \$ (480,215)        | \$ (480,215)      |
| \$ (93,811)         | \$ (93,811)       | \$ (96,625)         | \$ (96,625)       | \$ (99,524)         | \$ (99,524)       | \$ (102,509)        | \$ (102,509)      | \$ (105,585)        | \$ (105,585)      | \$ (108,752)        | \$ (108,752)      |
| \$ (247,306)        | \$ (247,306)      | \$ (254,725)        | \$ (254,725)      | \$ (262,367)        | \$ (262,367)      | \$ (270,238)        | \$ (270,238)      | \$ (278,345)        | \$ (278,345)      | \$ (286,695)        | \$ (286,695)      |
| \$ (185,479)        | \$ (185,479)      | \$ (191,044)        | \$ (191,044)      | \$ (196,775)        | \$ (196,775)      | \$ (202,678)        | \$ (202,678)      | \$ (208,759)        | \$ (208,759)      | \$ (215,022)        | \$ (215,022)      |
| \$ (525,525)        | \$ (525,525)      | \$ (541,291)        | \$ (541,291)      | \$ (557,530)        | \$ (557,530)      | \$ (574,256)        | \$ (574,256)      | \$ (591,483)        | \$ (591,483)      | \$ (609,228)        | \$ (609,228)      |
| \$ (210,278)        | \$ (210,278)      | \$ (216,586)        | \$ (216,586)      | \$ (223,084)        | \$ (223,084)      | \$ (229,776)        | \$ (229,776)      | \$ (236,670)        | \$ (236,670)      | \$ (243,770)        | \$ (243,770)      |
| \$ (86,557)         | \$ (86,557)       | \$ (89,154)         | \$ (89,154)       | \$ (91,828)         | \$ (91,828)       | \$ (94,583)         | \$ (94,583)       | \$ (97,421)         | \$ (97,421)       | \$ (100,343)        | \$ (100,343)      |
| \$ (2,198,310.55)   | \$ (1,809,620.84) | \$ (2,251,794.36)   | \$ (1,863,104.65) | \$ (2,306,277.05)   | \$ (1,917,587.34) | \$ (2,362,994.22)   | \$ (1,974,304.50) | \$ (2,420,794.90)   | \$ (2,032,105.19) | \$ (2,505,774.71)   | \$ (2,290,499.72) |
| \$ 43.23%           | \$ 35.59%         | \$ 43.29%           | \$ 35.82%         | \$ 43.34%           | \$ 36.04%         | \$ 43.41%           | \$ 36.27%         | \$ 43.47%           | \$ 36.49%         | \$ 43.99%           | \$ 40.31%         |
| \$ 2,886,664.10     | \$ 3,275,353.81   | \$ 2,949,951.06     | \$ 3,338,640.77   | \$ 3,014,945.44     | \$ 3,403,635.15   | \$ 3,080,474.42     | \$ 3,469,164.13   | \$ 3,147,753.20     | \$ 3,536,442.91   | \$ 3,190,751.88     | \$ 3,406,026.87   |
| \$ (\$2,372,312.00) | \$ (2,372,312.00) | \$ (\$2,372,312.00) | \$ (2,372,312.00) | \$ (\$2,372,312.00) | \$ (2,372,312.00) | \$ (\$2,372,312.00) | \$ (2,372,312.00) | \$ (\$2,372,312.00) | \$ (2,372,312.00) | \$ (\$2,372,312.00) | \$ (2,372,312.00) |
| \$ 514,352.10       | \$ 903,041.81     | \$ 577,639.06       | \$ 966,328.77     | \$ 642,633.44       | \$ 1,031,323.15   | \$ 708,162.42       | \$ 1,096,812.13   | \$ 775,441.20       | \$ 1,164,130.91   | \$ 818,439.88       | \$ 1,033,714.87   |
| 3.23%               | 5.66%             | 3.62%               | 6.06%             | 4.03%               | 6.47%             | 4.44%               | 6.89%             | 4.86%               | 7.30%             | 5.13%               | 6.48%             |



| 2032                | 2032              | 2033                | 2033              | 2034                | 2034              | 2035                | 2035              |
|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|---------------------|-------------------|
| Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       | Projections         | w/Abatement       |
| \$ 5,951,066.71     | \$ 5,951,066.71   | \$ 6,089,194.56     | \$ 6,089,194.56   | \$ 6,230,528.44     | \$ 6,230,528.44   | \$ 6,375,142.77     | \$ 6,375,142.77   |
| \$ 630,973.28       | \$ 630,973.28     | \$ 645,674.96       | \$ 645,674.96     | \$ 660,719.19       | \$ 660,719.19     | \$ 676,113.94       | \$ 676,113.94     |
| \$ 63,985.81        | \$ 63,985.81      | \$ 64,447.08        | \$ 64,447.08      | \$ 65,942.26        | \$ 65,942.26      | \$ 67,472.12        | \$ 67,472.12      |
| \$ 1,012,895.44     | \$ 1,012,895.44   | \$ 1,036,394.61     | \$ 1,036,394.61   | \$ 1,060,438.97     | \$ 1,060,438.97   | \$ 1,085,041.15     | \$ 1,085,041.15   |
| \$ 483,745.69       | \$ 483,745.69     | \$ 494,968.59       | \$ 494,968.59     | \$ 506,451.86       | \$ 506,451.86     | \$ 518,201.55       | \$ 518,201.55     |
| \$ 3,760,466.49     | \$ 3,760,466.49   | \$ 3,847,709.31     | \$ 3,847,709.31   | \$ 3,936,976.16     | \$ 3,936,976.16   | \$ 4,028,314.01     | \$ 4,028,314.01   |
| \$ 204,928          | \$ 204,928        | \$ 209,682          | \$ 209,682        | \$ 214,547          | \$ 214,547        | \$ 219,524          | \$ 219,524        |
| \$ 6,155,994.68     | \$ 6,155,994.68   | \$ 6,298,876.85     | \$ 6,298,876.85   | \$ 6,445,075.36     | \$ 6,445,075.36   | \$ 6,594,667.18     | \$ 6,594,667.18   |
| \$ (297,553.34)     | \$ (297,553.34)   | \$ (304,459.73)     | \$ (304,459.73)   | \$ (311,526.42)     | \$ (311,526.42)   | \$ (318,757.14)     | \$ (318,757.14)   |
| \$ (29,755.33)      | \$ (29,755.33)    | \$ (30,445.97)      | \$ (30,445.97)    | \$ (31,152.64)      | \$ (31,152.64)    | \$ (31,875.71)      | \$ (31,875.71)    |
| \$ 5,828,686.01     | \$ 5,828,686.01   | \$ 5,963,971.15     | \$ 5,963,971.15   | \$ 6,102,396.30     | \$ 6,102,396.30   | \$ 6,244,034.33     | \$ 6,244,034.33   |
| \$ (430,550)        | \$ (215,275)      | \$ (439,161)        | \$ (219,586)      | \$ (439,161)        | \$ (219,586)      | \$ (447,944)        | \$ (223,972)      |
| \$ (31,200)         | \$ (31,200)       | \$ (31,824)         | \$ (31,824)       | \$ (31,824)         | \$ (31,824)       | \$ (32,460)         | \$ (32,460)       |
| \$ (494,621)        | \$ (494,621)      | \$ (509,460)        | \$ (509,460)      | \$ (524,744)        | \$ (524,744)      | \$ (540,486)        | \$ (540,486)      |
| \$ (112,015)        | \$ (112,015)      | \$ (115,375)        | \$ (115,375)      | \$ (118,836)        | \$ (118,836)      | \$ (122,402)        | \$ (122,402)      |
| \$ (295,296)        | \$ (295,296)      | \$ (304,155)        | \$ (304,155)      | \$ (313,280)        | \$ (313,280)      | \$ (322,678)        | \$ (322,678)      |
| \$ (221,472)        | \$ (221,472)      | \$ (228,116)        | \$ (228,116)      | \$ (234,960)        | \$ (234,960)      | \$ (242,009)        | \$ (242,009)      |
| \$ (627,505)        | \$ (627,505)      | \$ (646,330)        | \$ (646,330)      | \$ (665,720)        | \$ (665,720)      | \$ (685,691)        | \$ (685,691)      |
| \$ (251,083)        | \$ (251,083)      | \$ (258,615)        | \$ (258,615)      | \$ (266,374)        | \$ (266,374)      | \$ (274,365)        | \$ (274,365)      |
| \$ (103,354)        | \$ (103,354)      | \$ (106,454)        | \$ (106,454)      | \$ (109,648)        | \$ (109,648)      | \$ (112,937)        | \$ (112,937)      |
| \$ (2,567,095.46)   | \$ (2,351,820.47) | \$ (2,639,490.82)   | \$ (2,419,910.33) | \$ (2,704,546.00)   | \$ (2,484,965.51) | \$ (2,780,972.05)   | \$ (2,556,999.95) |
| \$ 44.04%           | \$ 40.35%         | \$ 44.26%           | \$ 40.58%         | \$ 44.32%           | \$ 40.72%         | \$ 44.54%           | \$ 40.95%         |
| \$ 3,261,590.55     | \$ 3,476,865.54   | \$ 3,324,480.33     | \$ 3,544,000.82   | \$ 3,397,850.30     | \$ 3,617,430.79   | \$ 3,463,062.28     | \$ 3,687,034.38   |
| \$ (\$7,372,312.00) | \$ (2,372,312.00) | \$ (\$7,372,312.00) | \$ (2,372,312.00) | \$ (\$7,372,312.00) | \$ (2,372,312.00) | \$ (\$7,372,312.00) | \$ (2,372,312.00) |
| \$ 889,278.55       | \$ 1,104,553.54   | \$ 952,168.33       | \$ 1,171,748.82   | \$ 1,025,538.30     | \$ 1,245,118.79   | \$ 1,090,750.28     | \$ 1,314,722.38   |
| 5.58%               | 6.93%             | 5.97%               | 7.35%             | 6.43%               | 7.81%             | 6.84%               | 8.24%             |

# Return Analysis

## Cash-on-Cash Return (with Abatement)

|                                                 | Construction | Year 1       | Year 2       | Year 3       |
|-------------------------------------------------|--------------|--------------|--------------|--------------|
| Initial Equity/Residual Value                   | (15,948,370) |              |              |              |
| Cash Flow                                       |              | 246,982      | 597,076      | 718,558      |
| Total Cash Flow                                 | (15,948,370) | 246,982      | 597,076      | 718,558      |
| Cumulative Cash Flow                            | (15,948,370) | (15,701,388) | (15,104,312) | (14,385,754) |
| Cumulative Cash on Cash Return at Stabilization |              |              |              | -90.20%      |
| Year 3 Cash on Cash Return                      |              |              |              | 4.51%        |

## Cash-on-Cash Return (without Abatement)

|                                                 | Construction | Year 1       | Year 2       | Year 3       |
|-------------------------------------------------|--------------|--------------|--------------|--------------|
| Initial Equity                                  | (15,948,370) |              |              |              |
| Cash Flow                                       |              | (125,953)    | 224,140      | 337,824      |
| Total Cash Flow                                 | (15,948,370) | (125,953)    | 224,140      | 337,824      |
| Cumulative Cash Flow                            | (15,948,370) | (16,074,323) | (15,850,183) | (15,512,359) |
| Cumulative Cash on Cash Return at Stabilization |              |              |              | -97.27%      |
| Year 3 Cash on Cash Return                      |              |              |              | 2.12%        |

### Project Assumptions (with Abatement)

|                               |            |
|-------------------------------|------------|
| STL 505 Budget                | 53,846,125 |
| Total Investment:             | 53,846,125 |
| Private Debt:                 | 37,897,755 |
| Private Equity:               | 15,948,370 |
| Assumptions For Calculations: |            |
| LV Ratio:                     | 77%        |
| *Appraisal = \$49,800,000     |            |
| Equity Invested:              | 2019-2020  |
| Construction Period           | 2019-2020  |
| Proforma Start                | 2021       |

### Project Assumptions (without Abatement)

|                               |            |
|-------------------------------|------------|
| STL 505 Budget                | 53,846,125 |
| Total Investment:             | 53,846,125 |
| Private Debt:                 | 37,897,755 |
| Private Equity:               | 15,948,370 |
| Assumptions For Calculations: |            |
| LV Ratio:                     | 77%        |
| *Appraisal = \$49,800,000     |            |
| Equity Invested:              | 2019-2020  |
| Construction Period           | 2019-2020  |
| Proforma Start                | 2021       |

EXHIBIT J

**[URBAN REDEVELOPMENT CORPORATION/DEVELOPER]**

[See attached documents]

1. Urban Redevelopment Corporation: STL 505 Redevelopment Corporation

a. Board of Directors:

1. Dan Weinstein
2. Stuart Liner
3. Rob Haik

b. Officers

1. Stuart Liner (President)
2. Dan Weinstein (Secretary)

2. Co-Developer: College Town International, LLC ("CTI")

a. Principal:

Stuart Liner

b. Principal

Dan Weinstein

- The CTI principals have over 75 years of experience developing office, retail, and high end residential projects. These projects include a mix of both public and private sector developments. Many of these projects were unique and challenging, and required a deep level of expertise working with local municipalities and various constituencies to build a groundswell of support and buy-in.
- Over 20 projects completed.
- Sectors include: Student Housing, Luxury Residential, Retail, and Commercial Office.
- See attached project summary sheet.

3. Co-Developer Formation Development & Design

a. Principal

Steve Papa

- Formation has over 24 years of experience developing student housing communities in multiple states.
- Over 20 projects completed, providing in excess of 13,000 beds and related amenity features.
- See attached project summary sheet.

## TEAM – FIRM DESCRIPTION/BIOS

### COLLEGE TOWN INTERNATIONAL (CTI)- LEAD DEVELOPER

The CTI principals have over 75 years of combined experience working on numerous complex transactions in both the public and private sectors. The firm's focus is to provide student housing as well as market rate housing for students who prefer to live within close proximity to major Universities and Colleges. CTI's focus is on acquiring sites to develop within walking distance to campuses throughout the U.S. The CTI team takes every project from inception, through entitlements, ground up construction, and leasing and marketing, until eventual stabilization of the asset. Presently, CTI has eight (8) projects in development in three states.



#### Stuart Liner, President

Stuart Liner is the President of College Town International, LLC (CTI), a housing developer based in Southern California. In addition, Mr. Liner also serves as the Managing Partner for DLA Piper's Los Angeles office. Stuart is known for his extraordinary legal acumen, which serves a broad and diverse clientele encompassing real estate, entertainment, government, and financial services. Previously, Stuart Liner was the founder of Liner LLP, a very successful boutique law firm that he founded in the 1990's until being acquired by DLA Piper in 2017. For over two decades at the helm of Liner LLP, Stuart launched a number of successful business ventures with key clients. During this same period, he has developed 20 exclusive, high end residential projects with combined sales of over \$250M.

#### Dan Weinstein, Managing Partner

Dan Weinstein serves as Managing Director of College Town International, LLC (CTI). For over 35 years, Mr. Weinstein has been involved in a number of complex transactions involving both the public and private sectors. Dan's expertise and experience with local governments is a key component of CTI's business model. Dan's primary focus is on working with constituencies at the local level to build support for the Company's projects. In addition to being a principal, Dan Weinstein has worked for decades in the capital markets arena and has a deep understanding of the importance of transparency, governance, and investor relations.



CTI has six projects in development, with more than 3,000 beds, and a total project cost of approximately \$300M. Four of the projects are in California, with projects in Springfield, Missouri and Arlington, Texas.

### Project breakdown



**Davis Live** – A 440 bed residential development in Oxford Circle, the most coveted location next to the University of California, Davis. UC Davis is one of the fastest growing and most successful Universities in the nation. Davis Live is a state-of-the-art, residential community that will offer students a broad array of amenities including a pool, fitness facility, study and flex space, full wi-fi and connectivity, all in a state-of-the-art facility just a stone's throw from campus. Anticipated completion is Fall of 2021.



**Q Street Commons** – Located on a premier site next to California State University, Sacramento, The Commons is a 424 bed, transit oriented development project in East Sacramento. The University has an enrollment of 33,000 students, with merely 2,000 beds on the campus grounds. Demand for housing near light rail transportation and adjacent to the campus among young professionals and students continues to rise.



**The Davison** - CTI acquired two parcels totaling 2.2 acres, which were purchased from the Sacramento Redevelopment Agency. The two sites are in the Oak Park community, just a few blocks from the UC Davis Medical Center. CTI is creating a mixed-use development that will include housing for medical students, staff, and physicians, along with ground floor retail along the very busy Stockton Boulevard corridor. The sites are also next to the new proposed Aggie Square development, a large and transformative research park and innovation center being built by the University.





**Walnut & Monte Vista** – CTI has purchased 12 acres in Turlock, in the Central Valley and within fairly close proximity to Oakland, Sacramento, and San Jose. The site is next door to California State University, Stanislaus, which has been experiencing stable and consistent growth over the past decade. The plan is to develop 350 townhomes with over 700 beds to market to a growing community of young professionals, families, and students. The plan also includes campus serving retail along Monte Vista, one of the busiest thoroughfares in the City.



**STL 505** – CTI has purchased two acres in Springfield, Missouri, 4 blocks from Missouri State University (MSU). In addition to being close to the MSU campus, the site on St. Louis Street is located in the heart of the downtown square. Plans are being developed for a 225,000 sf, six story, 526 bed project that will offer fitness, study areas, and a ground floor coffee shop. This project is in a Qualified Opportunity Zone (QOZ), which will help revitalize downtown Springfield.



## **STEVE PAPA**

### **EDUCATION**

Bachelor of Science  
Business Administration  
Emporia State University

### **BACKGROUND**

32 years of Real Estate/ Real Estate Development

Mr. Papa has 32 years of real estate and real estate development experience. For the last 24 years Mr. Papa's expertise has focused on the student housing industry and includes: development, transaction structuring, project management, and finance. His responsibilities encompass site selection and planning, pre-development, permitting, budgeting, design, cost analysis, contract negotiation, project and construction oversight – as well as extensive communication with clients, project architects, contractors, and consultants.

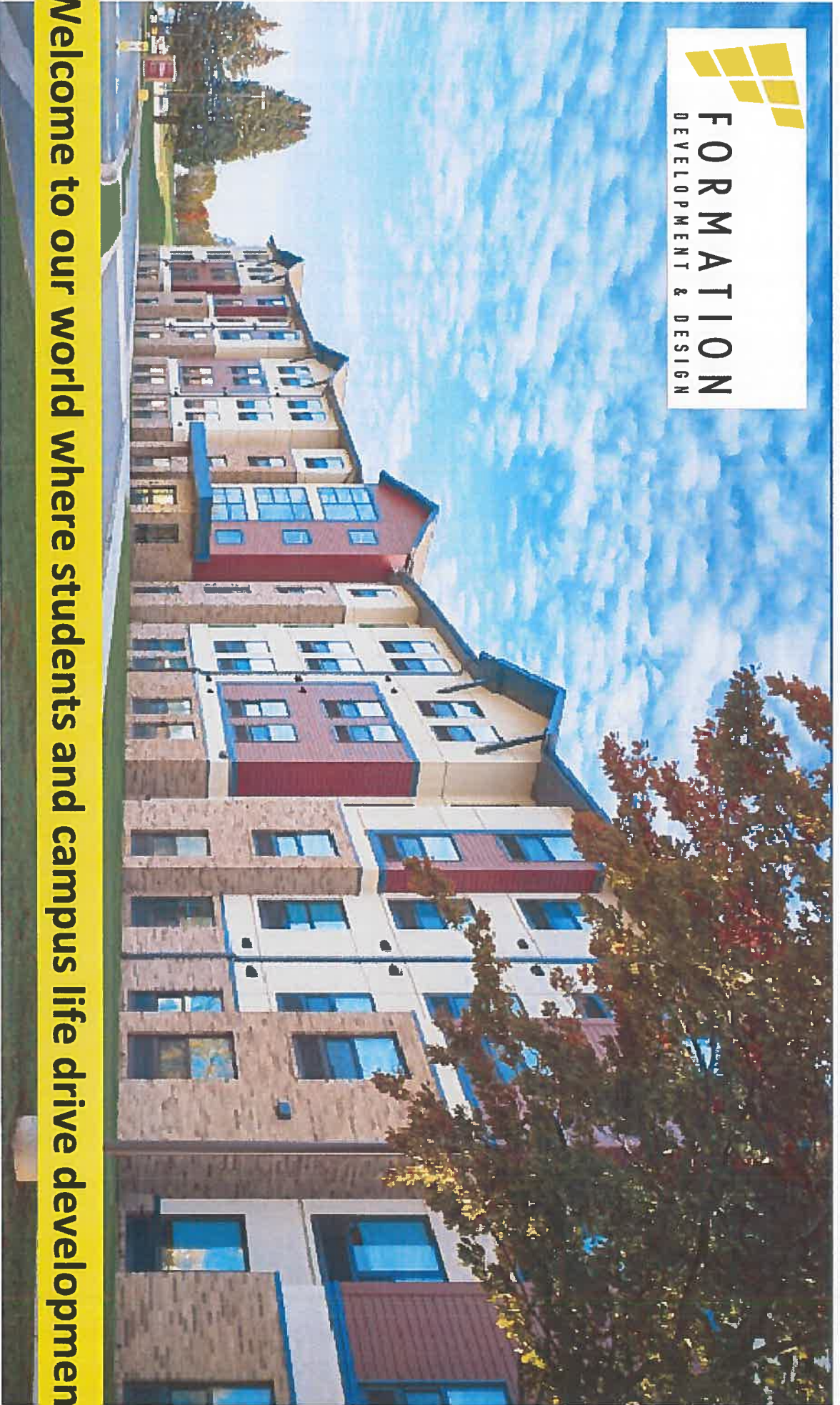
Development projects completed have incorporated every aspect of collegiate needs including: student housing, event center with alumni & foundation offices, library renovation, apartment renovation, classrooms, athletic facilities, day care, cafeterias, student medical clinic, student center/union, bowling alley, student support offices, and many types of facilities delivered through public private partnerships (P3).

All projects have been delivered on time and at budget.

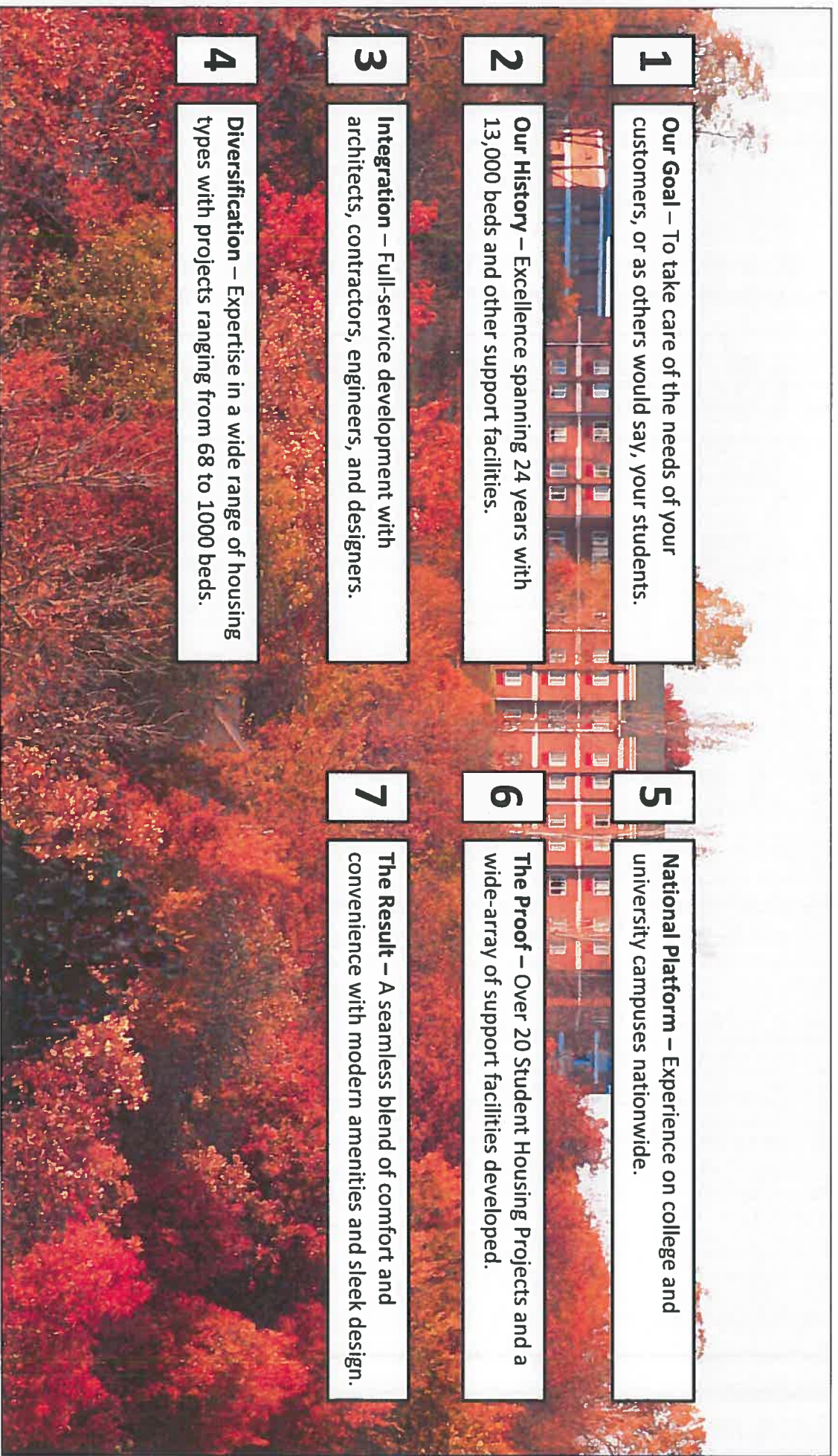




**Welcome to our world where students and campus life drive development**









**Student Housing Communities –**

Barton County Community College  
Barclay College  
Virginia State University  
Neosho County Community College – 2\*  
North Carolina A&T State University – 5\*  
Key West Community College  
Central State University – 2\*  
Colby Community College  
University of Arkansas at Pine Bluff – 2\*  
Avila University  
Baker University  
Wilberforce University  
Northwood University  
Wiley College  
Lake Michigan College  
Jackson College  
Voorhees College

\* Denotes multiple projects

**Support Development Projects –**

Event Center with Alumni and  
Foundation Offices  
Library Renovation  
Apartment Renovations  
Coffee Café  
Classrooms  
Cafeterias  
Student Medical Clinic  
Athletic Facility  
Daycare  
Student Center/Union  
Bowling Alley

**2140 E. Southlake Blvd. Suite L-621 Southlake, TX 76029 | 816.20.4883 | [spapa@formationdd.com](mailto:spapa@formationdd.com)**

ARTICLES OF AGREEMENT  
OF  
STL 505 REDEVELOPMENT CORPORATION

The undersigned, being a natural person of the age of eighteen (18) years or more, and acting as incorporator of a corporation to be organized pursuant to the provisions of the "Urban Redevelopment Corporations Law" of Missouri, Chapter 353, RSMo., does hereby adopt the following Articles of Agreement.

ARTICLE I

The name of the corporation is STL 505 Redevelopment Corporation (the "*Corporation*").

ARTICLE II

The principal business office shall be located at 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212 with a mailing address of 9595 Wilshire Blvd., Suite 900, Beverly Hills, CA 90212.

ARTICLE III

The address of the initial registered office and registered agent of the Corporation in the State of Missouri is 2144 E. Republic Road, Suite B300, Springfield, Missouri 65804, with a mailing address of 2144 E. Republic Road, Springfield, Missouri 65804. The initial registered agent of the Corporation at such address is Spenserv-Springfield, Inc.

ARTICLE IV

The aggregate number of shares which the Corporation shall have the authority to issue is 30,000, all having a par value of \$0.01 each, and all of which are of one class and are designated as Common Stock. All shares shall have equal rights and powers and there are no pre-emptive rights of shareholders with respect to any shares issued or to be issued by the Corporation.

ARTICLE V

The Corporation is formed for the following purposes:

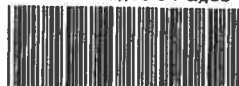
5.1 To acquire, construct, maintain and operate a redevelopment project or redevelopment projects in accordance with the provisions of Chapter 353, RSMo.

5.2 To purchase, receive or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lease, pledge or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of other domestic or foreign corporations, associates, partnerships or individuals, insurance or annuities in any form, or direct or indirect obligations of the United States or of any other government, state, territory, governmental district or municipality or of any instrumentality thereof.

5.3 To purchase, receive, lease or otherwise acquire, own, hold, improve, use, sell and otherwise deal in and with real or personal property, or any interests therein, wherever situated.

5.4 To engage in any lawful act or activity for which corporations may be organized under the Urban Redevelopment Corporations Law of Missouri.

ORI-07112019-1924 State of Missouri  
No of Pages 5 Pages



Creation - For Profit (D)

5.5 To serve a public purpose and all real estate acquired by it and all structures erected by it are to be acquired for the purpose of promoting the public health, safety and welfare, in that the stockholders of the Corporation shall when they subscribe to and receive the stock hereof, agree that the net earnings of the Corporation shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to such Corporation of the redevelopment project, including the cost of the land or the balances of such cost as reduced by amortization payments, provided that the net earnings derived from any redevelopment project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- (a) All costs and expenses of maintenance and operation;
- (b) Amounts paid for taxes, assessments, insurance premiums and other similar charges;
- (c) An annual amount sufficient to amortize the cost of the entire project at the end of the period, which shall not be more than sixty (60) years from the date of completion of the project. The development plan may contain provisions satisfactory to the legislative authority authorizing such plan that any surplus earnings in excess of the rate of net earnings provided in this chapter may be held by the Corporation as a reserve for maintenance at such rate of return in the future and may be used by the Corporation to offset any deficiency and such rate of return which may have occurred in prior years; or may be used to accelerate the amortization payment; or for the enlargement of the project; or for reduction in the rentals therein; provided, that any excess of such surplus earnings remaining at the termination of a tax relief granted pursuant to Section 353.110 shall be turned over by the Corporation to the city.

5.6 To clear, re-plan, reconstruct or rehabilitate blighted areas, and the construction of such industrial, commercial, residential or public structures as may be appropriate, including provisions for recreational and other facilities incidental or appointments thereto.

5.7 It is the intention of each of the purposes specified hereinabove shall be liberally construed as powers and in no way limited or restricted by reference to or inference from the terms contained therein or any other paragraph. The enumeration of specific purposes shall not be construed to restrict in any manner the general objects and purposes of this Corporation, nor shall the expression of one thing be deemed to exclude another.

## ARTICLE VI

The name and mailing address of the subscriber is:

Matthew E. Wine  
Spencer Fane LLP  
1000 Walnut, Suite 1400  
Kansas City, MO 64106

## ARTICLE VII

The number of directors to constitute the Board of Directors of the Corporation is three (3). The name and mailing address of each person who is to serve as a director for the first year or until a successor is elected is as follows:

Daniel Weinstein  
9595 Wilshire Blvd., Suite 900  
Beverly Hills, CA 90212

Stuart Liner  
9595 Wilshire Blvd., Suite 900  
Beverly Hills, CA 90212

Rob Haik  
5039 South National  
Springfield, MO 65810

The number of Directors to constitute subsequent Boards of Directors shall be fixed by, or in the manner provided in, the By-laws of the Corporation, but shall be no less than three (3) or more than four (4).

## ARTICLE VIII

The duration of the Corporation shall be ninety-nine years.

## ARTICLE IX

No contract or other transaction between this Corporation and any other firm or Corporation shall be affected or invalidated by reason of the fact that any of the directors or officers of this Corporation are interested in or are members, shareholders, directors or officers of such other firm or Corporation. Any director or officer of this Corporation may be a party to or may be interested in any contract or transaction of this Corporation or in which this Corporation is interested and no such contract shall be affected or invalidated thereby. Each and every person who may become a director or officer of this Corporation is hereby relieved of any liability that might otherwise exist from his contracting with this Corporation for the benefit of himself or any firm, person, association or Corporation which he may be in any way interested in each case as long as the contract or transaction is fair to the company or is otherwise authorized by Missouri law.

## ARTICLE X

10.1 *Indemnification.* Each person who was or is made a party, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "*proceeding*"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, is or was a director or officer of the Corporation, or is or was serving at the request for the Corporation as a director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, whether the basis of such proceeding is an alleged act, failure to act, or omission in an official capacity as a director or officer, or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General and Business Corporation Law of Missouri and the General Not for Profit Corporation Law of Missouri, as both now exist or may hereafter be amended, (but, in the case of any amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification than said Law permitted the Corporation to provide prior to such amendment), against all expense, liability and loss

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(including attorney's fees, judgments, fines, and amounts paid or to be paid in settlement) reasonably incurred or suffered by such person in connection therewith; provided, however, that the Corporation shall indemnify any such person seeking indemnity in connection with a proceeding initiated by such person only if such proceeding was authorized or later ratified by the Board of Directors of the Corporation or is authorized by this Article. Such indemnification shall include the right to be paid by the Corporation for all expenses incurred in defending any such proceeding in advance of its final disposition; provided, however, that the payment of such expenses shall be made only upon delivery to the Corporation of an undertaking, by or on behalf of such director or officer, to repay all amounts so advanced if it should be determined ultimately that such director or officer is not entitled to be indemnified under this Article or otherwise.

10.2 *Right of Claimant to Bring Suit.* If any amount claimed due under Section 10.1, above, is not paid in full by the Corporation within ninety (90) days after a written claim has been received by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense of prosecuting such claim.

10.3 *Limitation of Indemnification.* No indemnity pursuant to this Article shall be paid by the Corporation on account of any director's or officer's conduct which is finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct by a court having jurisdiction in the matter.

10.4 *Non-exclusivity.* The indemnification and rights conferred on any person by this Article shall not be exclusive of any other indemnification or right which such person may have or hereafter acquire under any statute or rule of law, or under any provision of the Articles of Incorporation or By-Laws of this Corporation, or under or by reason of agreement, vote of stockholders or disinterested directors or otherwise.

10.5 *Insurance.* The Corporation may maintain insurance, at its expense, to protect itself and any such director or officer against any expense, liability or loss, whether or not the Corporation has the power to indemnify such person against such expense, liability or loss under the General and Business Corporation Law of Missouri or the General Not for Profit Corporation Law of Missouri.

10.6 *Survival.* Each person who was or is a director or officer of the Corporation and the heirs, executors, administrators and estate of such person, are third party beneficiaries of this Article and shall be entitled to enforce against the Corporation all indemnification and other rights granted to such person by applicable law and as otherwise provided in this Article.

10.7 *Amendment or Repeal.* This Article may be hereafter amended or repealed; provided, however, that no amendment or repeal or adoption of a provision inconsistent with the provisions of this Article shall reduce, terminate or otherwise adversely affect the right of a person who was or is a director or officer to obtain indemnification or an advance of expenses with respect to a proceeding that pertains to or arises out of any act, failure to act or omission that occurred prior to the effective date of the amendment, repeal or adoption of such inconsistent provision.

## ARTICLE XI

In the event that income debenture certificates are issued by the Corporation, the owners thereof shall have the same right to vote as they would have if possessed of certificates of stock of the amount and par value of the income debenture certificates held by them. The income debenture certificates or preferred stock of the Corporation may be retired as and when there shall be funds available in the

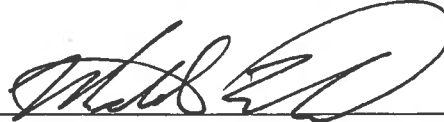


treasury of the Corporation from the receipt of the amortization or sinking fund in installments for the purpose. Interest shall not be paid by the Corporation upon such income debenture certificates in excess of nine percent (9%) per annum. This limitation shall not apply to other debt of the Corporation.

#### ARTICLE XII

The Board of Directors may make, alter, and repeal the By-Laws of the Corporation.

IN TESTIMONY WHEREOF, I have subscribed my name this 8th day of July, 2019.



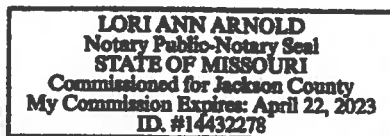
Matthew E. Wine, Subscriber/Incorporator

STATE OF MISSOURI       )  
                                      )  
COUNTY OF JACKSON    )

ss.

I, Lori Ann Arnold, a Notary Public in and for said County and State, do hereby certify that on this 11th day of July, 2019, personally appeared Matthew E. Wine, who being by me first duly sworn, declared that he is the person who signed the foregoing document as Subscriber/Incorporator, and that the statements contained therein are true.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the day and year last above written.



Name: Lori Ann Arnold  
Title: Notary Public

My Commission Expires: \_\_\_\_\_  
County of Commission: ~~Greene~~ Jackson

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

## CERTIFICATE OF AGREEMENT OR ASSOCIATION

WHEREAS, Articles of Agreement or Association of

*STL 505 Redevelopment Corporation*  
*RD001393956*

have been received and filed in the Office of the Secretary of State, which Articles, in all respects, comply with the requirements of Urban Redevelopment Corporations Law.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do by virtue of the authority vested in me by law, do hereby certify and declare this entity a body corporate, duly organized this date and that it is entitled to all rights and privileges granted corporations organized under the Urban Redevelopment Corporations Law.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2019.

  
Secretary of State



# STATE OF MISSOURI



**John R. Ashcroft**  
**Secretary of State**

**CORPORATION DIVISION**  
**CERTIFICATE OF GOOD STANDING**

I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, do hereby certify that the records in my office and in my care and custody reveal that

***STL 505 Redevelopment Corporation***  
***RD001393956***

was created under the laws of this State on the 11th day of July, 2019, and is in good standing, having fully complied with all requirements of this office.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of July, 2019.

  
Secretary of State



Certification Number: CERT-07112019-0121

## Exhibit 2

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

Title of Document: 353 Redevelopment Agreement

Date of Document: \_\_\_\_\_, 2019

Grantor: City of Springfield, a municipal corporation

Grantee: STL 505 Redevelopment Corporation  
9595 Wilshire Blvd, Suite 900  
Beverly Hills, CA 90212

Legal Description: See Exhibit A attached hereto.

Please return recorded document to: City of Springfield  
Planning and Development Department  
P.O. Box 8368  
840 N. Boonville Ave.  
Springfield, MO 65801

This cover page is attached solely for the purpose of complying with the requirements stated in §§ 59.310.2; 59.313.2 RSMo 2001 of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached 353 Redevelopment Agreement. In the event of a conflict between the provisions of the attached 353 Redevelopment Agreement and the provisions of this cover page, the attached 353 Redevelopment Agreement shall prevail and control.

**353 REDEVELOPMENT AGREEMENT**  
**BETWEEN**  
**STL 505 REDEVELOPMENT CORPORATION**  
**AND**  
**CITY OF SPRINGFIELD, MISSOURI**  
**FOR THE STL 505 REDEVELOPMENT AREA**

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## **EXHIBITS**

EXHIBIT A – Legal Description of Redevelopment Area

EXHIBIT B – Development Plan

### **353 REDEVELOPMENT AGREEMENT**

THIS 353 REDEVELOPMENT AGREEMENT (this “**Agreement**”), is being entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF SPRINGFIELD, MISSOURI, a municipal corporation (the “**City**”), and STL 505 REDEVELOPMENT CORPORATION (“**Developer**”), a corporation duly organized and existing pursuant to Section 353.010 *et seq.*, RSMo (“**The Urban Redevelopment Corporations Law**”), with a mailing address of 9595 Wilshire Blvd, Suite 900, Beverly Hills, CA 90212.

#### WITNESSETH:

WHEREAS, on or about \_\_\_\_\_, Developer filed with the City Clerk of Springfield, Missouri a redevelopment plan (the “**Development Plan**”) providing for the construction of a Redevelopment Project (as defined in Section 3 hereof) in Springfield, Greene County, Missouri on the land described in the Development Plan (the “**Redevelopment Area**” as defined in Section 2 hereof), together with an application for approval of the Development Plan (the “**Application**”); and

WHEREAS, on \_\_\_\_\_, 2019, the City Council of Springfield, Missouri passed Special Ordinance No. \_\_\_\_\_ (the “**Ordinance**”), which approved the Application and Development Plan and authorized and directed the City Manager to enter into an agreement with Developer for the implementation of the Development Plan.

NOW, THEREFORE, for and in consideration of the premises, and the mutual covenants herein contained, the City and Developer agree as follows:

1. Items Incorporated in this Agreement. The provisions of the Ordinance, the provisions of the Development Plan, a copy of which is on file at the office of the City Clerk, and the provisions of Chapter 353, RSMo, as amended as of and including the date of this Agreement, are hereby incorporated herein by reference and made a part of this Agreement.

2. Legal Descriptions. The Redevelopment Area is legally described in Exhibit A attached hereto and incorporated herein by reference.

3. Development Improvements. In accordance with the terms and conditions of the Development Plan and this Agreement, Developer shall rehabilitate, construct or cause to be constructed within the Redevelopment Area, those certain improvements pursuant to the Ordinance and the Development Plan attached hereto and incorporated herein as Exhibit B. The Redevelopment Area is located at 501-517 East Saint Louis Street. The Development Plan proposes to demolish the structures in the Redevelopment Area and construct a 193-unit multi-family residential student housing development that will consist of a single, five-story building that will include a 171-space parking garage in the basement (the “**Redevelopment Project**”).

4. Time Schedule. Blight removal and construction of the Redevelopment Project shall commence and be completed no later than the dates set below:

(i) Property Acquisition: STL 505 Redevelopment Corporation, a Missouri urban redevelopment corporation, will own the real property and improvements located in the Redevelopment Area on or before December 31, 2021.

(ii) Blight Removal and Redevelopment: Blight will be removed and the Redevelopment Area will be redeveloped and used in accordance with the approved Development Plan. All blight removal and redevelopment activities shall be complete for the Redevelopment Area on or before December 31, 2021, subject to Section 16, below.

Subject to the provisions of Section 16 of this Agreement, Excusable Delays, if Developer fails to adhere to and satisfy the above schedule for blight removal and redevelopment, and if such failure continues for a period of two (2) years, then Developer's rights hereunder shall terminate without further action by the City.

5. Demolition of Buildings. The buildings and improvements at 501, 503 and 505 East Saint Louis Street will be demolished to facilitate construction of the Redevelopment Project.

6. Relocation Plan. There are no residents or businesses within the Redevelopment Area that are being relocated, so no relocation benefits are being provided.

7. Control of Project. Developer shall have complete and exclusive control over the renovation of the Redevelopment Project which it owns or controls insofar as the City is concerned, subject, however, to all applicable laws, rules and regulations, including, but not limited to, all ordinances, rules and regulations of the City, such as zoning ordinances, building codes, and property maintenance codes. Developer hereby grants to the City, its agents, and employees the right to enter upon all improvements under the control of Developer and located in the Redevelopment Area, for the purpose of inspecting the Redevelopment Project during regular business hours. Developer shall have complete and exclusive control over the construction, management, disposition and leasing of property which it owns within the Redevelopment Area. Developer's control over leasing includes, without limitation, the determination of rent rates and the selection or rejection of potential tenants. Notwithstanding the foregoing, the overall design of the Redevelopment Project, including but not limited to, architectural style, theme, building placement, building materials, site amenities and landscaping shall be subject to the reasonable approval of the Department of Building Development Services and the Department of Planning and Development, as evidenced in writing by a letter signed by the Directors of said Departments.

8. Tax Abatement.

a. First Ten Years - Land Only; Payments in Lieu of Taxes. The real property in the Redevelopment Area shall not be subject to assessment or payment of general ad

valorem taxes imposed by the City, the State of Missouri, or any political subdivision thereof, for a period of ten (10) years after the date that Developer becomes the owner of such real property (the “**Ten-Year Term**”) except to such extent and in such amount as may be imposed upon such real property during such period measured solely by the amount of the assessed valuation of the land, exclusive of improvements, as was determined by the Assessor of Greene County, Missouri, for taxes due and payable thereon during the calendar year prior to the Redevelopment Corporation acquiring the real property and improvements located within the Redevelopment Area (the “**Unabated Taxes**”). The amounts of such general ad valorem tax assessments shall not be increased during said Ten Year Term so long as the real property is used in accordance with the Development Plan. If any portion of such real property was tax exempt, or if the Assessor of Greene County has not previously assessed such real property immediately prior to its acquisition by Developer, then the Assessor of Greene County, Missouri, upon acquisition of such property by the Developer and upon request of the City, shall promptly assess such real property, exclusive of improvements, in accordance with the provisions of Section 353.110.2, RSMo 2000, as now existing. The amount of such assessed valuation so fixed by the Greene County Assessor or in the manner as provided by law shall not be increased during the Ten Year Term, so long as said real property is used in accordance with the Development Plan. Developer shall notify the City, in writing, of any tax exempt real property which it acquires in connection with the Redevelopment Project.

Notwithstanding the tax abatement provided for in Section 353.110 of The Urban Redevelopment Corporations Law, so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the Ten Year Term, the Developer, or any successor owner, shall pay or cause to be paid annually payments in lieu of taxes (“**PILOTs**”) equal to the amount of ad valorem taxes that were due during the calendar year prior to the Redevelopment Corporation acquiring the real property and improvements located within the Redevelopment Area, less the Unabated Taxes. Such PILOTs shall be made to the Greene County Collector of Revenue (the “**Collector**”) by December 31st of each calendar year. Pursuant to Section 353.110.4 of the Missouri Revised Statutes, the Collector shall allocate all revenues received from such PILOTs among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

b. Subsequent Fifteen Years – Terminate Tax Abatement; Payments in Lieu of Taxes.

Per the Application and the Ordinance, the Developer requests and is only authorized to receive partial real property tax abatement for the first five years of the ensuing period of fifteen years (“Fifteen Year Term”) that follows the aforementioned Ten-Year Term. During this five-year period, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon. Such

valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during this period, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.

The Development Plan and real property tax abatement shall terminate immediately following the initial five years of the Fifteen Year Term. If the Urban Redevelopment Corporations Law or any other applicable statute should prohibit the Development Plan and real property tax abatement from being terminated at that time, ad valorem taxes upon the real property in the Redevelopment Area shall be measured by the assessed valuation thereof as determined by the Assessor of Greene County, Missouri, upon the basis of not to exceed fifty percent (50%) of the true value of such real property, including any improvements thereon for the remaining ten years of the Fifteen Year Term. Such valuation shall not be increased above fifty percent (50%) of the true value of such real property from year to year during said period, so long as the real property in the Redevelopment Area is used in accordance with the Development Plan.

Notwithstanding the tax abatement provided for in Section 353.110 of The Urban Redevelopment Corporations Law, so long as the Redevelopment Area receives the benefit of the tax abatement set forth in this Section, during the remaining ten years of the Fifteen Year Term, the Developer, or any successor owner, shall pay or cause to be paid annually PILOTs in an amount equal to the ad valorem taxes based on fifty percent (50%) of the assessed value of the real property in the Redevelopment Area, including any improvements thereon. Such PILOTs shall be made to the Greene County Collector of Revenue (the "Collector") by December 31st of each calendar year. Pursuant to Section 353.110.4 of the Missouri Revised Statutes, the Collector shall allocate all revenues received from such PILOTs among all taxing authorities whose property tax revenues are affected by the abatement on the same pro rata basis and in the same manner as the ad valorem property tax revenues received by each taxing authority from such real property in the Redevelopment Area in the year such payments are due.

c. Full Assessment-Election to Opt Out After Completion. After the abatement terminates as provided in Sections 8.a and 8.b above, the real property in the Redevelopment Area shall be subject to assessments by the Greene County Assessor and payment of all ad valorem taxes, including, but not limited to, City, State, and County taxes, based on the full true value of the real property and the standard assessment ratio then in use for similar property by the Greene County Assessor. Furthermore, after the abatement terminates as provided in Sections 8.a and 8.b above, the real property in said Redevelopment Area shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

Pursuant to section 353.110.2 of the Missouri Revised Statutes, if at any time after the completion of the Redevelopment Project and prior to the expiration of the term of abatement addressed in Sections 8.a and 8.b above, the Developer elects to pay the sum

equivalent to the amount of the general ad valorem taxes, not including interest and penalties, which would have been levied on the full value of such property from the date of the completion of the Redevelopment Project, then from the date of this election such real property shall be owned and operated by Developer free from the conditions, restrictions, and provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

d. Abatement Contingent on Compliance With Development Plan - Special Assessments. The tax relief provided in this Section 8 for any real property within the Redevelopment Area shall be contingent upon the real property's compliance with the Development Plan and this Agreement, and shall apply to general ad valorem taxes only and shall not be deemed or construed to exempt Developer or its successors in interest, in whole or in part, from special assessments, or from fees, service charges, or other taxes which may be made by the City or other governmental unit.

9. Effect of Sale on Tax Relief. Any portion of the real property in the Redevelopment Area which is sold or otherwise disposed of shall be entitled to the partial tax relief provided under Section 8 of this Agreement, provided that it shall be developed and held in accordance with the provisions of the Development Plan applicable thereto and complies with all provisions of Chapter 353, RSMo.

10. Earnings Limitation.

a. Net Earnings not to Exceed Eight Percent. The net earnings of Developer from the Redevelopment Project, during the period of the partial tax relief provided for in Section 8 of this Agreement, shall be limited to an amount not to exceed eight percent (8%) per annum of the cost to Developer of the Redevelopment Project, including the cost of the land or the balance of such total cost of the Redevelopment Project as reduced by amortization payments, provided that the net earnings derived from the Redevelopment Project shall in no event exceed a sum equal to eight percent (8%) per annum upon the entire cost thereof. Such net earnings shall be computed after deducting from gross earnings the following:

- i. all reasonable costs and expenses of maintenance and operation;
- ii. amounts paid for taxes, assessments, insurance premiums and other similar charges; and
- iii. an annual amount sufficient to amortize the cost of the entire Redevelopment Project at the end of the period, which shall be no more than sixty (60) years from the date of completion of the Redevelopment Project.

b. Cost of Redevelopment Project. The “**cost of the Redevelopment Project**,” as said term is used in this Agreement, means those costs attributable to



planning, developing, constructing, and equipping the improvements in the Redevelopment Project, including, without limitation, planning costs, costs of feasibility work, construction costs, architect and engineering fees, contractor fees and overhead, interest, insurance and taxes during construction, developer fees, off-site and on-site land improvements, surveys, soil testing, costs necessary to make the real property in the Redevelopment Area environmentally safe, land and land acquisition costs, demolition costs and expenses, utility relocation costs and street improvements, site preparation, and all other land costs, attorneys' fees, and loan costs and expenses.

c. Allowable Uses of Surplus Earnings - Accounting to City Therefor. Surplus earnings of Developer derived from the Redevelopment Project, in excess of those provided for in subsection a. of this Section 10, at the option of Developer may be used as follows:

- i. held by Developer as a reserve for maintenance of such rate of return in the future and may be used by Developer to offset any deficiency in such rate of return which may have occurred in prior years;
- ii. to accelerate the amortization payments;
- iii. for enlargement of the Redevelopment Project; or
- iv. for a reduction in rentals therein.

At the termination partial tax relief provided for in Section 8 of this Agreement, Developer shall make a strict accounting of surplus earnings not previously used for one or more of the purposes herein set forth. If requested by the City, in writing, after review of the accounting made by Developer, Developer shall, at its own expense, have an audit made of its books by a firm of independent certified public accountants acceptable to the City, and the findings of such audit shall be made available to the City Manager. If it is determined by such audit that there are surplus earnings not previously used for one or more of the purposes set forth in this Agreement, then such earnings shall be paid to the City.

d. Certain Purchasers Subject to Earnings Limitations. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by an urban redevelopment corporation or a life insurance company operating as an urban redevelopment corporation the earnings derived from the Redevelopment Project shall be limited in the manner and to the extent set forth in subsection a. of this Section 10. If all or any portion of the real property located in the Redevelopment Area during the period of tax relief provided in Section 8 of this Agreement is purchased by purchaser that is not an urban redevelopment corporation or life insurance company operating as an urban redevelopment corporation then the provisions set forth in subsection a., b., and c. of this Section 10 shall not apply.

11. Indebtedness Limitation. As per Section 353.030(10), RSMo, Developer shall not issue income debentures paying an interest rate in excess of nine percent (9%), provided however, that this limitation shall not apply to other debt of Developer as per the provisions of Section 353.030(10), RSMo. Developer shall not pay any interest on its income debentures, or dividends on its stock, regardless of class or preference, during any dividend year, unless there shall exist at the time of such payment no default under any amortization requirements with respect to its indebtedness, nor unless all accrued interest, taxes, and other public charges shall have been duly paid or reserves set up for the payment thereof, and adequate reserves provided for depreciation, obsolescence, and other proper reserves.

12. Accounting Practices. Developer shall establish and maintain depreciation, obsolescence and other reserves and surplus and other accounts, including a reserve for the payment of taxes, according to recognized standard accounting practices.

13. Sale or Disposition of Project Property.

a. Continuation of Abatement. In the event of the sale or other disposition of any or all of the real property of Developer in the Redevelopment Area by reason of the foreclosure of any mortgage or other lien, through insolvency or bankruptcy proceedings, by order of any court of competent jurisdiction, or by voluntary transfer or otherwise, the partial tax relief provided in Section 8 of this Agreement and under the provisions of The Urban Redevelopment Corporations Law shall inure, with respect to the real property so sold or otherwise disposed of, to any purchaser or transferee of such real property so long as such purchaser or transferee shall continue to use, operate, and maintain such real property in accordance with the provisions of the Development Plan and this Agreement, including compliance with all provisions of this Agreement. However, if such real property shall be used for a purpose different than that described in the Development Plan and this Agreement, or if the purchaser does not desire the property to continue under the Development Plan, the real property shall be assessed for ad valorem taxes based upon the full true value of such real property and may be owned and operated free from any of the conditions, restrictions, or provisions of The Urban Redevelopment Corporations Law, any rules or regulations adopted pursuant thereto, the Ordinance, the Development Plan, and this Agreement.

b. Obligation to Clear Blight - Covenant Running with Land. Developer, with respect to the property acquired by it, shall be required to clear the blight or to rehabilitate to eliminate the physical blight existing in the Redevelopment Area, or to make adequate provisions satisfactory to the City for the clearance of such blight. This obligation shall be a covenant running with the land and shall not be affected by any such sale or disposition. Any purchaser of property in the blighted area by deed from Developer or any of Developer's successors in title, who wishes to receive the development rights and partial tax abatement granted by this Agreement, shall acquire title subject to this obligation insofar as it pertains to the land so acquired.

14. Assignment of Development Plan. This Agreement shall be binding upon and shall inure to the benefit of Developer and its successors and assigns, and the term “**Developer**” as used herein shall be deemed to include such successors and assigns (including any subsequent purchasers or transferees of any portion or all of the real property located within the Redevelopment Area); provided, however, that no assignment of the Development Plan shall be effective nor discharge Developer of its obligations hereunder unless and until it has been approved by the City Council (“**Council**”) by ordinance which approval shall not be unreasonably withheld. Council approval is not required for the sale of all or any portion of the real property located in the Redevelopment Area. Developer shall notify the City Manager in writing of any assignment of any or all of the Development Plan at least ten (10) days after said assignment. Said notice shall specify the name and address of the assignee. The assignee, within six (6) months after the date of assignment, shall notify the City Manager in writing of the assignee’s election to continue under the Development Plan. No such assignment shall release Developer of its rights and obligations hereunder without approval of the Council.

15. Breach - Failure to Comply. If Developer does not substantially comply with the provisions of this Agreement, including the provisions of the Development Plan not inconsistent with this Agreement, within the time limits and in the manner for the completion of the Redevelopment Project as stated herein, except for reasonable delays caused by unforeseen circumstances beyond its control, or shall do, permit to be done, or fail or omit to do anything contrary to or required of it by this Agreement, The Urban Redevelopment Corporations Law, or shall be about to so do, permit to be done, or fail or omit to have done, then upon certification of such fact to the Council by City Staff, the City may authorize the City Attorney to commence a proceeding in the Circuit Court in the name of the City to have such action, failure, omission, or threatened action or omission stopped, prevented, or rectified by injunction or otherwise, or in the name of the City may bring an action for damages against Developer for breach of any of the provisions of the Development Plan or of this Agreement.

16. Excusable Delays. Notwithstanding any provisions of this Agreement or the Development Plan to the contrary, performance by Developer shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any contractor, subcontractor, materialman or supplier, acts or failure to act of the City or of any other governmental agency or entity, or any other causes beyond the control or without the fault of Developer. With the approval of the City, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the Council by ordinance, which approval shall not be arbitrarily or unreasonably withheld, it being understood that Developer is entitled to such extensions upon presentation of documentation of the periods of such delays. Developer shall not excessively delay filing an application for extension of time, but Developer shall not be prejudiced by failing inadvertently to make timely application therefor.

17. Default. In the event Developer materially defaults in the performance of any of its obligations pursuant to the terms of the Development Plan or this Agreement, the City may, after giving Developer thirty (30) days written notice and an opportunity to cure such material default, terminate this Agreement, including the Development Plan, and all rights granted pursuant thereto. Said termination shall include the rights, if any, to continuing partial tax abatement as provided in Section 8 of this Agreement.

18. Notice. Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified:

To the City:

Springfield City Manager  
840 Boonville Avenue  
Springfield, MO 65802

With a copy to:

Springfield City Attorney  
840 Boonville Avenue  
Springfield, MO 65802

To the Developer:

STL 505 Redevelopment Corporation  
9595 Wilshire Blvd, Ste 900  
Beverly Hills, CA 90212

With a copy to:

Spencer Fane, LLP  
2144 E. Republic Rd, Ste B300  
Springfield, MO 65804

Attn: Shawn Whitney

Each party has the right to specify that notice be addressed to any other address by giving to the other party ten (10) days written notice thereof.

19. Modification - Interpretation. The terms, conditions, and provisions of this Agreement and of the Development Plan can neither be modified nor eliminated except by mutual agreement between the City and Developer and approved by an ordinance or ordinances duly adopted by the Council; *provided, however*, that this Agreement shall not be construed as an enlargement of the authority conferred upon the City by The Urban Redevelopment Corporations Law.

20. Effective Date. This Agreement becomes effective on the effective date of the Ordinance or the date of the actual execution hereof by the City and Developer, whichever last occurs, and shall remain in full force and effect so long as Developer shall either be entitled to enjoy partial tax relief pursuant to the provisions of Section 8 of this Agreement or shall have any right under the provisions of the Development Plan to commence construction of any buildings or improvements in said Redevelopment Project pursuant to Sections 3 and 4 hereof, and at the end of such period so determined, this Agreement shall terminate and become null and void.

21. Applicability. This Agreement applies only to the Redevelopment Project referred to herein.

22. Recording. This Agreement shall be recorded by the City in the Recorder's Office of Greene County, Missouri.

23. Continuing Obligation to Maintain Redevelopment Area and Redevelopment Project. Developer agrees to maintain the Redevelopment Area and Redevelopment Project in a condition of good repair which includes compliance with all City Codes of Springfield, Missouri. In the event Developer assigns its rights under the Development Plan and this Agreement to an unrelated party and said assignment is approved by Ordinance pursuant to Section 14 of this Agreement, then, in such an event, Developer's obligations under this Section 23 shall be released.

24. Interpretation. In the event of any conflict between the terms of the Development Plan and this Agreement, the terms of this Agreement shall prevail.

25. Headings. The headings or captions of this Agreement are for convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or any provision hereof.

26. Severability. The provisions of this Agreement shall be deemed severable. In the event that any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions of this Agreement shall remain valid unless the court finds that the valid provisions are so essentially and inseparably connected with and so dependent upon the invalid provisions that it cannot be presumed that the parties hereto would have agreed to the valid provisions of this Agreement; or unless the court finds the valid provisions, standing alone, are incomplete and incapable of being executed in accordance with the contracting parties' intent.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

28. Nondiscrimination. The Developer agrees in the performance of this contract not to discriminate on the grounds or because of race, creed, color, age, sex, national origin or ancestry, political affiliation or beliefs, religion, disability or handicap, veteran status, or any other class protected by law.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Jason Gage, City Manager

ATTEST:

\_\_\_\_\_  
Anita Cotter, City Clerk

Approved as to form and legality:

\_\_\_\_\_  
Rhonda Lewsader, City Attorney

**STL 505 REDEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF MISSOURI     )  
                                          )   ss.  
COUNTY OF GREENE    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, \_\_\_\_\_ of the of the City of Springfield, Missouri, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Missouri who is personally known to me to be the same person who executed, as such official, the within instrument on behalf of said municipal corporation, and such person duly acknowledged the execution of the same to be the act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



STATE OF MISSOURI     )  
                                          ) ss.  
COUNTY OF GREENE    )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_, \_\_\_\_\_ of the STL 505 Redevelopment Corporation, a corporation duly organized, incorporated and existing under and by virtue of The Urban Redevelopment Corporations Law of Missouri, who is personally known to me to be the same person who executed, as such officers, the within instrument on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF REDEVELOPMENT AREA**

**EXHIBIT B**  
**DEVELOPMENT PLAN**

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 10  
Filed: 10-15-19

Sponsored by: Ollis

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

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

COUNCIL BILL 2019- 240

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to enter into an agreement with  
2 Traffic Technology Services, Inc., for the purpose of sharing the City's  
3 real time traffic management data to provide traffic signal information  
4 to vehicle manufacturers for "Connected Vehicle" applications.  
5 \_\_\_\_\_  
6

7 WHEREAS, technology is expanding in the use of and application for traffic  
8 information, monitoring and planning; and  
9

10 WHEREAS, Traffic Technology Services, Inc., ("TTS") desires to use the City's  
11 traffic signal data as part of nationwide agreements to provide "Connected Vehicle", the  
12 City's data to drivers and automobile manufacturers; and  
13

14 WHEREAS, the Missouri Department of Transportation ("MoDOT") has already  
15 entered into an agreement with TTS to provide them with MoDOT data, this agreement  
16 will complete the data obtained from all signalized locations within the City.  
17

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

21 Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
22 an agreement in substantially the form as "Exhibit 1," which is attached hereto and  
23 incorporated herein by this reference, with Traffic Technology Services, Inc., subject to  
24 approval as to form by the City Attorney or her designee.  
25

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

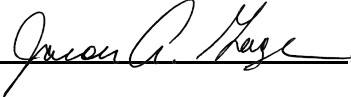
29 Passed at meeting: \_\_\_\_\_  
30  
31  
32  
33

\_\_\_\_\_  
Mayor

34 Attest: \_\_\_\_\_, City Clerk  
35  
36

37 Filed as Ordinance: \_\_\_\_\_  
38

39  
40 Approved as to form: , Assistant City Attorney  
41

42  
43 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2019- 240**

FILED: 10-15-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Authorizing the City Manager, or his designee, to enter into an agreement with Traffic Technology Services, Inc., for the sharing of real time data to provide traffic signal information to vehicle manufacturers for Connected Vehicle applications.

BACKGROUND INFORMATION: The agreement would authorize Traffic Technology Services, Inc., ("TTS") to access the City's traffic signal data through a connection to the regional traffic signal system the City shares with the Missouri Department of Transportation ("MoDOT"). MoDOT has already executed a similar agreement with TTS to provide access to MoDOT traffic signal data statewide. To date, TTS has over 100 such agreements in place with government agencies in the United States and Canada.

TTS is seeking access to real time data including signal status and states, detector status and states, time of day signal timing parameters, and other information available from the traffic signal controller. TTS would use such data in their proprietary processes to produce their own data product which is marketed, distributed, and sold as "Personal Signal Assistant." The first auto manufacturer to implement the TTS product in their vehicles was Audi, which includes an in-dash display of a countdown to green when stopped at a red light and an advisory speed to optimize receiving green lights as the vehicle travels through a corridor. These and other Connected Vehicle applications hold the potential to further improve vehicle efficiency, reduce stops at red lights, and improve safe driving at signalized intersections.

TTS would be provided with access to the data at no cost; however, TTS would be responsible for all costs associated with making the data available, including all costs associated with the City's signal software vendor making system modifications to make the data available. Upon approval of the data sharing agreement, TTS will issue a purchase order to the City's signal software vendor and work with the City and MoDOT to establish a secure connection to TTS servers in Portland, Oregon. TTS will then build their system from the incoming data, send a Quality Control/Quality Analysis team to Springfield to validate their data product, and ultimately broadcast information via TTS servers over the cellular network to equipped vehicles.

TTS will also be required to provide the City with vehicle-based signal performance metrics reports as data becomes available from TTS customer systems at no cost to the City.

This Ordinance supports the following 2019 City Council Priorities:

- Quality of Place
- Fiscal Sustainability and Accountability
- Economic Vitality

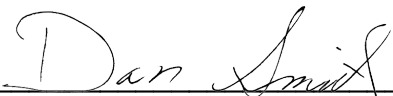
- Public Safety

REMARKS: This agreement is an example of the City and MoDOT working together to improve regional traffic management and traveler information. Public Works recommends approval of this Council Bill.

Submitted by:

  
Kirk Juranas, Assistant Director of Public Works

Recommended by:

  
Dan Smith, Director of Public Works

Approved by:

  
Jason Gage, City Manager



# Exhibit 1



## Authorization for TTS Access to City of Springfield Traffic Signal Data

This is an agreement between the City of Springfield, MO (“CITY”) and Traffic Technology Services, Inc. (“TTS”). Both the CITY and TTS are each sometimes referred in the agreement as “Party” and both the CITY and TTS are sometimes referred in this Agreement together as “Parties”.

### Recitals

**Whereas**, TTS is in the business of developing technologies, strategies, and systems for use in maximizing the efficiency of transportation end users and thus the overall capacity of existing transportation networks; and

**Whereas**, CITY collects Real Time Traffic Signal Data and other related data; and

**Whereas**, TTS has a significant business interest to access Real Time Traffic Signal Data as the input into its proprietary and patented processes; and

**Whereas**, the CITY Data may be made available to TTS at no cost to the CITY; and

**Whereas**, the CITY Data are not confidential, nor does it identify any transportation end user specifically in any manner; and

**Whereas**, TTS desires permission to obtain access to the Real Time Traffic Signal Data for use in conjunction with its business; and

**Whereas**, TTS agrees to provide related inventories, signal performance metrics, and other formatted data products in exchange for access to these Real Time Traffic Signal Data; and

**Whereas**, the CITY agrees to provide TTS with Real Time Traffic Data subject to the terms and conditions in this Agreement;

**Now therefore**, TTS and the CITY agree as follows:

### Agreement

#### Section 1. Definitions

“CITY Data” means collectively, Real Time Traffic Signal Data, Traffic Signal Timing Plan, and any other data provided to TTS by CITY under this Agreement.

“Real Time Traffic Signal Data” means signal status and states, demand status and states, and other information available from the traffic signal controller or CITY’s central signal systems or CITY’s Advanced Traffic Management Systems (ATMS).

“Traffic Signal Timing Data” means signal timing plans, as-built intersection design, traffic signal plans, signal control plans, or other documents that identify the time-of-day plans.

“Product” means the data derived from the Real Time Traffic Signal Data and Traffic Signal Timing Data, marketed, distributed, and sold as “Personal Signal Assistant” or related products.



## Section 2. Authorized Representatives

CITY's Public Works Director is designated by CITY as its authorized representative (CITY Agent) for this Agreement.

The Chief Executive Officer, Chief Marketing Officer, or Director of Government Accounts are designated by TTS as authorized representatives (TTS Agent).

## Section 3. Purpose and Scope

TTS desires access to the Real Time Traffic Signal Data, to include signal status and states, demand status and states, and other information available from traffic signal controller or ATMS. In addition, TTS desires access to time of day signal timing parameters. TTS will use these data in patented, proprietary processes to produce Product for use by TTS customers and other interested parties.

The intended use of the Product is for connected vehicle applications to improve the vehicle performance or efficiency, improve ride comfort for driver or operator and passengers, provide information to the driver or operator, monitor driving behaviors, or apply to automated features. TTS shall limit its customers' applications of the derived Product for applications that do not violate local, state, or federal laws, or uses that will not be used in a manner to encourage undesirable driver behavior for the CITY.

The Product is not permitted for traffic law enforcement.

## Section 4. Access of Traffic Signal Timing Data

CITY hereby grants TTS access to Traffic Signal Timing Data. TTS will work with CITY's representative or its designee to obtain data in the most efficient and non-intrusive manner from CITY, which may include access to CITY's central system or ATMS. TTS will be provided with access to this Traffic Signal Timing Data at no cost, except TTS will be responsible for any costs associated with making the data available.

## Section 5. Access of Real Time Traffic Signal Data

CITY hereby grants TTS non-exclusive, non-transferable, non-sublicensable, limited, and royalty free access to obtain and utilize its Real Time Traffic Signal Data. TTS shall work through the CITY's representative or its designee, to get access to the Real Time Traffic Signal Data. TTS will be provided with access to this Real Time Signal Data at no cost, except TTS will be responsible for any costs associated with making the data available. TTS will be responsible for all vendor costs associated with CITY's ATMS vendor making system modifications to make the Real Time Signal Data available. TTS shall have the right to use the data in any manner it deems appropriate in furtherance of its business purposes, including without limitation providing the derivatives of the data and Product to third parties, subject to the terms of this Agreement. CITY reserves the right to make available the same data for other parties that request access to CITY Data.

## Section 6. Traffic Signal Phasing Plans

CITY will, in good faith effort, provide traffic signal phasing plans via the Transparency or other Central Signal systems.



## Section 7. Ownership of and Rights to Data

CITY retains all rights to the raw data, or Real Time Traffic Signal Data, being provided to TTS. TTS shall own all rights to Product and any formatted, predictive, or derivative data generated from the raw data. CITY shall have access to TTS Product via an online portal (TTS' Web App).

## Section 8. Reporting

TTS shall provide CITY with reports of vehicle-based signal performance metrics, as data becomes available from TTS customer systems, at no charge to the CITY. TTS will make this data freely-available without restriction for use by the CITY and its government partners, including support staff such as consultants providing services to the CITY and its government partners.

## Section 9. Indemnification

TTS will indemnify, defend, save, and hold harmless CITY and its elected officials, employees, and agents from all claims, including but not limited to claims that arise from or relate to (i) a breach of TTS' representations and warranties, (ii) any personal injury, death or property damage caused by any alleged act, omission, error, fault, mistake or negligence of TTS, its employees, agents, or representatives in connection with or incident to TTS' performance under or related to this Agreement, and (iii) the infringement of any patent, copyright, trademark, trade secret or other proprietary right of any third party by TTS' use of the CITY Data provided under this Agreement.

## Section 10. Representations and Warranties

CITY makes no warranties concerning the quality or accuracy of the data or plans provided under this Agreement. CITY does not warrant it will be able to continuously provide the data without interruption and expressly reserves the right to discontinue the data stream at any time. CITY reserves the right to immediately discontinue the CITY Data stream without notice and at CITY discretion upon evidence of tampering or other unauthorized interference with the CITY Data. Except as expressly provided for herein, CITY makes no other representations or warranties.

## Section 11. Limitation of Liability

Nothing in this Agreement excludes or limits either Party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of confidentiality; (c) indemnification obligations under Section 9(ii) or Section 9(iii) above; (d) claims for personal injury, including death, or damage to real property or tangible personal property arising from the negligence, reckless conduct or intentional acts of a Party, its officers, employees or agents; or (e) matters that cannot be excluded or limited under applicable law .

## Section 12. Term

(12.1) CONTRACT PERIOD: Unless otherwise terminated, this Agreement shall be in effect for three (3) years from the date both parties have executed this Agreement.

(12.2) RENEWAL INFORMATION: The contract shall not bind, nor purport to bind, the CITY for any contractual commitment in excess of the original contract period of three years. The CITY's representative shall have the right, at his or her sole option, to extend the contract for two additional one-year periods, or any portion thereof. In the event that the CITY's representative exercises an option to extend the contract, such extension must be accomplished by a formal contract amendment approved and signed by representatives of the CITY and TTS, respectively,



each of whom being duly authorized to execute the contract amendment on behalf of the CITY and TTS, respectively.

#### Section 13. Termination

Each Party shall have the right to terminate this Agreement, for any reason whatsoever, by providing written notice to the other Party within thirty (30) days, unless identified otherwise in this Agreement.

CITY reserves the right to renegotiate this Agreement, without termination, in order to include either a license-fee for CITY data access or any other CITY data policy that may impact this agreement.

#### Section 14. Data Destruction

Upon termination of this Agreement, TTS shall destroy all raw data whatever form or medium, including all copies thereof. TTS shall destroy the data no later than thirty (30) days following termination of this Agreement.

#### Section 15. Notices

Absent notice to the contrary in writing, all communications to TTS shall be sent to:

Traffic Technology Services, Inc.  
Attn: Contracts & Agreements  
17933 NW Evergreen Pkwy, Suite 240  
Beaverton, OR 97006

or email: [suppliers@traffictechservices.com](mailto:suppliers@traffictechservices.com)

Absent notice to the contrary in writing, all communications to the CITY shall be sent to:

City of Springfield, MO, Transportation Management Division  
Attn: Tom Dancey, City Traffic Engineer  
1107 W. Chestnut Expressway  
Springfield, MO 65802

or at any other address as any Party may, from time to time, designate by notice given in compliance with this Section.

#### Section 16. Assignment

Neither Party shall assign, transfer, subcontract, or delegate all or any part of this Agreement, or any interest therein, without the other Party's prior written consent, which shall not be unreasonably withheld.

#### Section 17. Agreement Binding

This Agreement shall be binding upon the successors of CITY's Agent, TTS Agent, TTS, or CITY and assigns of the Parties hereto.

#### Section 18. Personal Liability

Nothing in this Agreement may be construed to create any personal liability on the part of any officer or agent of either Party to this Agreement.



#### Section 19. Choice of Law

This Agreement shall be governed in all respects by and construed under the laws of the State in which CITY resides as such laws are applied to agreements between residents of that State entered into and to be performed entirely within that State.

#### Section 20. Choice of Forum

The Parties agree to institute any litigation concerning the enforcement or interpretation of the Agreement in the courts of jurisdiction for the CITY, unless the claim must be brought in a federal forum, in which case it must be brought and adjudicated exclusively within the United States District Court for the Western District of Missouri. TTS hereby consents to the personal jurisdiction of these courts, waives any objection to venue in these courts, and waives any claim that either of these courts is an inconvenient forum. In no way may this section or any other term of this Agreement be construed as a waiver by the CITY of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States, or otherwise, from any Claim or from the jurisdiction of any court.

#### Section 21. Waiver

Any waiver of any breach of any condition or covenant herein contained to be kept and performed by either Party shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the non-breaching Party from declaring a default for any succeeding breach, either of the same condition or covenant or otherwise.

#### Section 22. Severability

If any term (or part of a term) of this Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

#### Section 23. Interpretation of the Agreement

The Parties acknowledge that each of the Parties have participated in the drafting of this Agreement. No Party shall be considered to be the drafter of this Agreement for the purposes of interpretation.

#### Section 24. Parties in Interest

Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

#### Section 25. Force Majeure

Neither Party will be liable for failure or delay in performance to the extent caused by circumstances beyond reasonable control.

#### Section 26. Entire Agreement

This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all proposals and oral and written agreements between the Parties on this subject. No modifications, alterations, changes, or waiver to this Agreement or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both Parties.

*The remainder of this page intentionally left blank.*



IN WITNESS OF THIS, the Parties hereby execute this Agreement through their authorized representatives.

**CITY**

**TTS**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to Form:

\_\_\_\_\_  
City Attorney or Assistant City  
Attorney

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 16  
Filed: 10-15-19

Sponsored by: Hosmer

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

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

COUNCIL BILL 2019- 242

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, to enter into an Intergovernmental Agreement  
2 with the Federal Bureau of Investigation for the Springfield Police  
3 Department to participate in the Career Criminal Task Force; and  
4 amending the budget of the Police Department for Fiscal Year  
5 2019-2020 in the amount of \$74,596.00.  
6 \_\_\_\_\_  
7

8 WHEREAS, The Federal Bureau of Investigation ("FBI") and the Springfield  
9 Police Department ("SPD") have expressed a mutual interest in creating and  
10 participating in a Career Criminal Task Force ("CCTF"); and  
11

12 WHEREAS, the CCTF will work to identify and target for prosecution individuals  
13 and criminal enterprise groups responsible for violent crimes and violations of state  
14 and/or federal law and pursue dangerous fugitives where there is or may be a federal  
15 investigative interest; and  
16

17 WHEREAS, the CCTF is intended to enhance the effectiveness of law  
18 enforcement resources through well-coordinated investigations seeking the most  
19 effective avenues by which to investigate, prosecute, convict and incarcerate dangerous  
20 offenders in the Springfield area; and  
21

22 WHEREAS, under the proposal, in order to carry out the objectives of the CCTF,  
23 the FBI would assign two Special Agents from the Kansas City Division to work on-site  
24 with the Springfield Police Department to coordinate and identify early in the  
25 investigative process offenses involving career criminals and violent offenders which  
26 would be appropriate for federal prosecution; and  
27

28 WHEREAS, subject to the availability of funds, the FBI agrees to reimburse the  
29 SPD for any overtime expenses incurred by SPD officers assigned to the Task Force.  
30

31 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
32 SPRINGFIELD, MISSOURI, as follows, that:  
33



34        Section 1 – The City Manager, or his designee, is hereby authorized to enter into  
35 an Intergovernmental Agreement with the FBI to form and participate on the Career  
36 Criminal Task Force; said agreement to be substantially in form and content as that  
37 document attached hereto and incorporated herein by reference as “Exhibit A.”  
38

39        Section 2 – The budget of the Springfield Police Department for Fiscal Year  
40 2019-2020 is hereby amended in the accounts and in the amounts as shown on Budget  
41 Adjustment No. 016, a copy of which is attached hereto and incorporated herein by  
42 reference as “Exhibit B.”  
43

44        Section 3 – The City Council hereby finds that the budget adjustment made  
45 above has been recommended by the City Manager  
46

47        Section 4 – The City Manager is directed to cause the appropriate accounting  
48 entries to be made in the books and records of the City.  
49

50        Section 5 – This Ordinance shall be in full force and effect from and after  
51 passage.  
52

53 Passed at meeting: \_\_\_\_\_  
54

55 \_\_\_\_\_  
56 Mayor  
57

58 Attest: \_\_\_\_\_, City Clerk  
59  
60

61 Filed as Ordinance: \_\_\_\_\_  
62

63 \_\_\_\_\_  
64 Approved as to form: \_\_\_\_\_, Assistant City Attorney  
65

66 \_\_\_\_\_  
67 Approved for Council action: \_\_\_\_\_, City Manager

## EXPLANATION TO COUNCIL BILL 2019 - 242

FILED: 10-15-19

ORIGINATING DEPARTMENT: Police

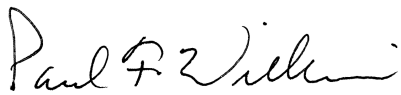
PURPOSE: Authorizing the City Manager, to enter into an Intergovernmental Agreement with the Federal Bureau of Investigation for the Springfield Police Department to participate in the Career Criminal Task Force; and amending the budget of the Police Department for Fiscal Year 2019-2020 in the amount of \$74,596.00.

BACKGROUND INFORMATION: The Federal Bureau of Investigation ("FBI") and the Springfield Police Department ("SPD") have expressed a mutual interest in creating a Career Criminal Task Force ("CCTF") to identify and target for prosecution individuals and criminal enterprise groups responsible for violent crimes and violations of state and/or federal law, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The CCTF will enhance the effectiveness of law enforcement resources through well-coordinated investigations seeking the most effective avenues by which to investigate, prosecute, convict and incarcerate dangerous offenders in the Springfield area.

In order to carry out the objectives of the CCTF, the FBI will assign two Special Agents from the Kansas City Division to work on-site with the Springfield Police Department to coordinate and identify early in the investigative process offenses involving career criminals and violent offenders which would be appropriate for federal prosecution. The FBI will further reimburse SPD for overtime hours worked by officers assigned to the CCTF, subject to funding allocations.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Paul F. Williams, Chief of Police

  
\_\_\_\_\_  
Jason Gage, City Manager

**FEDERAL BUREAU OF INVESTIGATION  
CAREER CRIMINAL TASK FORCE  
MEMORANDUM OF UNDERSTANDING**

**PARTIES**

1. This Memorandum of Understanding (MOU) is entered into by and between the Federal Bureau of Investigation (FBI) and the Springfield, MO Police Department (SPD). Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between these agencies.

**AUTHORITIES**

2. Authority for the FBI to enter into this agreement can be found at Title 28, United States Code (U.S.C.), Section (§) 533; 42 U.S.C. § 3771; Title 28, Code of Federal Regulations (C.F.R.), § 0.85; and applicable United States Attorney General's Guidelines.

**PURPOSE**

3. The purpose of this MOU is to delineate the responsibilities of the Career Criminal Task Force (CCTF) personnel who will be operating under the established KC Division's Metropolitan Gang Task Force; formalize relationships between participating agencies for policy guidance, planning, training, public and media relations; and maximize inter-agency cooperation. This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

**MISSION**

4. The mission of the CCTF is to identify and target for prosecution individuals and criminal enterprise groups responsible for violations of state and/or federal law, such as violent crimes occurring in a public place, mass killings, carjacking, robbery, kidnapping and firearms violations, as well as pursue dangerous fugitives where there is or may be a federal investigative interest. The CCTF will enhance the effectiveness of federal/state/local law enforcement resources through well-coordinated investigations seeking the most effective investigative/prosecutive avenues by which to convict and incarcerate dangerous offenders.

## **SUPERVISION AND CONTROL**

### **A. Supervision**

5. Overall management of the CCTF shall be the shared responsibility of the participating agency heads and/or their designees.
6. The Special Agent in Charge (SAC) of the Kansas City Division shall designate one Supervisory Special Agent (CCTF Supervisor) to supervise the CCTF. The CCTF Supervisor may designate a Special Agent to serve as the Career Criminal Task Force Coordinator (Task Force Coordinator). Either the CCTF Supervisor or the Task Force Coordinator shall oversee day-to-day operational and investigative matters pertaining to the CCTF.
7. Conduct undertaken outside the scope of an individual's CCTF duties and assignments under this MOU shall not fall within the oversight responsibility of the CCTF Supervisor or Task Force Coordinator. As stated in paragraph 74, below, neither the United States nor the FBI shall be responsible for such conduct.
8. CCTF personnel will be subject to the laws, regulations, policies, and personnel rules applicable to their respective agencies. FBI employees will continue to adhere to the Bureau's ethical standards, including Department of Justice (DOJ)/FBI regulations relating to outside employment and prepublication review matters, and will remain subject to the Supplemental Standards of Ethical conduct for employees of the DOJ.
9. CCTF personnel will continue to report to their respective agency heads for non-investigative administrative matters not detailed in this MOU.
10. Continued assignment of personnel to the CCTF will be based on performance and at the discretion of appropriate management. The FBI SAC and CCTF Supervisor will also retain discretion to remove any individual from the CCTF.

### **B. Case Assignments**

11. The FBI CCTF Supervisor will be responsible for opening, monitoring, directing, and closing CCTF investigations in accordance with existing FBI policy and the applicable United States Attorney General's Guidelines.
12. Assignments of cases to personnel will be based on, but not limited to, experience, training and performance, in addition to the discretion of the CCTF Supervisor.
13. For FBI administrative purposes, CCTF cases will be entered into the relevant FBI computer system.

14. CCTF personnel will have equal responsibility for each case assigned. CCTF personnel will be responsible for complete investigation from predication to resolution.

#### **C. Resource Control**

15. The head of each participating agency shall determine the resources to be dedicated by that agency to the CCTF, including personnel, as well as the continued dedication of those resources. The participating agency head or designee shall be kept fully apprised of all investigative developments by his or her subordinates.

### **OPERATIONS**

#### **A. Investigative Exclusivity**

16. It is agreed that matters designated to be handled by the CCTF will not knowingly be subject to non-CCTF law enforcement efforts by any of the participating agencies. It is incumbent on each agency to make proper internal notification regarding the CCTF's existence and areas of concern.
17. It is agreed that there is to be no unilateral action taken on the part of the FBI or any participating agency relating to CCTF investigations or areas of concern as described in paragraph 3. All law enforcement actions will be coordinated and cooperatively carried out.
18. CCTF investigative leads outside of the geographic areas of responsibility for FBI Kansas City Division will be communicated to other FBI offices for appropriate investigation.

#### **B. Confidential Human Sources**

19. The disclosure of FBI informants, or Confidential Human Sources (CHSs), to non-CCTF personnel will be limited to those situations where it is essential to the effective performance of the CCTF. These disclosures will be consistent with applicable FBI guidelines.
20. Non-FBI CCTF personnel may not make any further disclosure of the identity of an FBI CHS, including to other individuals assigned to the CCTF. No documents which identify, tend to identify, or may indirectly identify an FBI CHS may be released without prior FBI approval.
21. In those instances where a participating agency provides a CHS, the FBI may, at the discretion of the SAC, become solely responsible for the CHS's continued development, operation, and compliance with necessary administrative procedures regarding operation and payment as set forth by the FBI.

22. The United States Attorney General's Guidelines and FBI policy and procedure for operating FBI CHSs shall apply to all FBI CHSs opened and operated in furtherance of CCTF investigations. Documentation of, and any payments made to, FBI CHSs shall be in accordance with FBI policy and procedure.
23. Operation, documentation, and payment of any CHS opened and operated in furtherance of a CCTF investigation must be in accordance with the United States Attorney General's Guidelines, regardless of whether the handling agency is an FBI CCTF participating agency. Documentation of state, county, or local CHSs opened and operated in furtherance of CCTF investigations shall be maintained at an agreed upon location.

### **C. Reports and Records**

24. All investigative reporting will be prepared in compliance with existing FBI policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by CCTF personnel will be made available for inclusion in the respective investigative agencies' files as appropriate.
25. CCTF reports prepared in cases assigned to CCTF personnel will be maintained at an FBI approved location; original documents will be maintained by the FBI.
26. Records and reports generated in CCTF cases which are opened and assigned by the FBI SSA with designated oversight for investigative and personnel matters will be maintained in the FBI investigative file for CCTF.
27. CCTF investigative records maintained at the Kansas City Field Office of the FBI will be available to all CCTF personnel, as well as their supervisory and command staff subject to pertinent legal, administrative and/or policy restrictions.
28. All evidence and original tape recordings (audio and video) acquired by the FBI during the course of the CCTF investigations will be maintained by the FBI. The FBI's rules and policies governing the submission, retrieval and chain of custody will be adhered to by CCTF personnel.
29. All CCTF investigative records will be maintained at an approved FBI location. Placement of all or part of said information into participating agency files rests with the discretion of supervisory personnel of the concerned agencies, subject to SSA approval.
30. Classified information and/or documents containing information that identifies or tends to identify an FBI CHS shall not be placed in the files of participating agencies unless appropriate FBI policy has been satisfied.
31. The Parties acknowledge that this MOU may provide CCTF personnel with access to information about U.S. persons which is protected by the Privacy Act of 1974 and/or Executive Order 12333. The Parties expressly agree that all such information will be

handled lawfully pursuant to the provisions thereof. The Parties further agree that if this access to information by CCTF personnel requires a change in privacy compliance documents, those changes will be accomplished prior to access being granted.

### **INFORMATION SHARING**

32. No information possessed by the FBI, to include information derived from informal communications between CCTF personnel and FBI employees not assigned to the CCTF, may be disseminated by CCTF personnel to non-CCTF personnel without the approval of the CCTF Supervisor and in accordance with the applicable laws and internal regulations, procedures or agreements between the FBI and the participating agencies that would permit the participating agencies to receive that information directly. Likewise, CCTF personnel will not provide any participating agency information to the FBI that is not otherwise available to it unless authorized by appropriate participating agency officials.
33. Each Party that discloses PII is responsible for making reasonable efforts to ensure that the information disclosed is accurate, complete, timely, and relevant.
34. The FBI is providing access to information from its records with the understanding that in the event the recipient becomes aware of any inaccuracies in the data, the recipient will promptly notify the FBI so that corrective action can be taken. Similarly, if the FBI becomes aware that information it has received pursuant to this MOU is inaccurate, it will notify the contributing Party so that corrective action can be taken.
35. Each Party is responsible for ensuring that information it discloses was not knowingly obtained or maintained in violation of any law or policy applicable to the disclosing Party, and that information is only made available to the receiving Party as may be permitted by laws, regulations, policies, or procedures applicable to the disclosing Party.
36. Each Party will immediately report to the other Party each instance in which data received from the other Party is used, disclosed, or accessed in an unauthorized manner (including any data losses or breaches).
37. The Parties agree that either or both may audit the handling and maintenance of data in electronic and paper recordkeeping systems to ensure that appropriate security and privacy protections are in place.

### **PROSECUTIONS**

38. CCTF investigative procedures, whenever practicable, are to conform to the requirements which would allow for either federal or state prosecution.
39. A determination will be made on a case-by-case basis whether the prosecution of CCTF cases will be at the state or federal level. This determination will be based on the



evidence obtained and a consideration of which level of prosecution would be of the greatest benefit to the overall objectives of the CCTF.

40. In the event that a state or local matter is developed that is outside the jurisdiction of the FBI or it is decided to prosecute a CCTF case at the state or local level, the FBI agrees to provide all relevant information to state and local authorities in accordance with all applicable legal limitations.

#### **A. Investigative Methods/Evidence**

41. For cases assigned to an FBI Special Agent or in which FBI CHSs are utilized, the parties agree to conform to federal standards concerning evidence collection, processing, storage, and electronic surveillance. However, in situations where the investigation will be prosecuted in the State Court where statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by FBI case agents shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
42. In all cases assigned to state, county, or local law enforcement participants, the parties agree to utilize federal standards pertaining to evidence handling and electronic surveillance activities as outlined in the Domestic Investigations and Operations Guide to the greatest extent possible. However, in situations where the statutory or common law of the state is more restrictive than the comparable federal law, the investigative methods employed by state and local law enforcement agencies shall conform to the requirements of such statutory or common law pending a decision as to venue for prosecution.
43. The use of other investigative methods (search warrants, interceptions of oral communications, etc.) and reporting procedures in connection therewith will be consistent with the policies and procedures of the FBI.

#### **B. Undercover Operations**

44. All CCTF undercover operations will be conducted and reviewed in accordance with FBI guidelines and the Attorney General's Guidelines on Federal Bureau of Investigation Undercover Operations. All participating agencies may be requested to enter into an additional agreement if an employee of the participating agency is assigned duties which require the officer to act in an undercover capacity.

## **USE OF LESS-THAN-LETHAL-DEVICES<sup>1</sup>**

45. The parent agency of each individual assigned to the CCTF will ensure that while the individual is participating in FBI-led task force operations in the capacity of a task force officer, task force member, or task force participant, the individual will carry only less-lethal devices that the parent agency has issued to the individual, and that the individual has been trained in accordance with the agency's policies and procedures.
46. The parent agency of each individual assigned to the CCTF will ensure that the agency's policies and procedures for use of any less-lethal device that will be carried by the task force officer, task force member, or task force participant are consistent with the DOJ policy statement on the Use of Less-Than-Lethal Devices.

## **DEADLY FORCE AND SHOOTING INCIDENT POLICIES**

47. CCTF personnel will follow their own agencies' policies concerning firearms discharge and use of deadly force.

## **DEPUTATIONS**

48. Local and state law enforcement personnel designated to the CCTF, subject to a limited background inquiry, shall be sworn as federal task force officers by acquiring Title 18 authority (via the United States Marshals Service), with the FBI securing the required deputation authorization. The deputation should remain in effect throughout the tenure of each investigator's assignment to the CCTF or until the termination of the CCTF, whichever comes first. Title 21 deputation is optional.
49. Deputized CCTF personnel will be subject to the rules and regulations pertaining to such deputation. Administrative and personnel policies imposed by the participating agencies will not be voided by deputation of their respective personnel.

## **VEHICLES**

50. In furtherance of this MOU, employees of a LEA may be permitted to drive FBI owned or leased vehicles for official CCTF business and only in accordance with applicable FBI rules and regulations, including those outlined in the FBI Government Vehicle Policy Directive (0430D) and the Government Vehicle Policy Implementation Guide (0430PG). The assignment of an FBI owned or leased vehicle to LEA CCTF personnel will require the execution of a separate Vehicle Use Agreement.

<sup>1</sup> Pursuant to Section VIII of the DOJ Less-Than-Lethal Devices Policy dated May 16, 2011, all state/local officers participating in joint task force operations must be made aware of and adhere to the policy and its limits on DOJ officers.

51. The participating agencies agree that FBI vehicles will not be used to transport passengers unrelated to CCTF business.
52. The FBI and the United States will not be responsible for any tortious act or omission on the part of LEA and/or its employees or for any liability resulting from the use of an FBI owned or leased vehicle utilized by LEA CCTF personnel, except where liability may fall under the provisions of the Federal Tort Claims Act (FTCA), as discussed in the Liability Section herein below.
53. The FBI and the United States shall not be responsible for any civil liability arising from the use of an FBI owned or leased vehicle by LEA task force personnel while engaged in any conduct other than their official duties and assignments under this MOU.
54. To the extent permitted by applicable law, LEA agrees to hold harmless the FBI and the United States, for any claim for property damage or personal injury arising from any use of an FBI owned or leased vehicle by LEA CCTF personnel which is outside the scope of their official duties and assignments under this MOU.

#### **SALARY/OVERTIME COMPENSATION**

55. The FBI and LEA remain responsible for all personnel costs for their CCTF representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency, except as described in paragraph 56 below.
56. Subject to funding availability and legislative authorization, the FBI will reimburse to LEA the cost of overtime worked by non-federal CCTF personnel assigned full-time to CCTF, provided overtime expenses were incurred as a result of CCTF-related duties, and subject to the provisions and limitations set forth in a separate Cost Reimbursement Agreement to be executed in conjunction with this MOU. A separate Cost Reimbursement Agreement must be executed between the FBI and LEA for full-time employee(s) assigned to CCTF, consistent with regulations and policy, prior to any reimbursement by the FBI. Otherwise, overtime shall be compensated in accordance with applicable LEA overtime provisions and shall be subject to the prior approval of appropriate personnel.

#### **PROPERTY AND EQUIPMENT**

57. Property utilized by the CCTF in connection with authorized investigations and/or operations and in the custody and control and used at the direction of the CCTF, will be maintained in accordance with the policies and procedures of the agency supplying the equipment. Property damaged or destroyed which was utilized by CCTF in connection with authorized investigations and/or operations and is in the custody and control and used at the direction of CCTF, will be the financial responsibility of the agency supplying said property.

## **FUNDING**

58. This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the parties hereto of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each party shall bear its own costs in relation to this MOU. Expenditures by each party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The parties expressly acknowledge that the above language in no way implies that Congress will appropriate funds for such expenditures.

## **FORFEITURES**

59. The FBI shall be responsible for processing assets seized for federal forfeiture in conjunction with CCTF operations.
60. Asset forfeitures will be conducted in accordance with federal law, and the rules and regulations set forth by the FBI and DOJ. Forfeitures attributable to CCTF investigations may be equitably shared with the agencies participating in the CCTF.

## **DISPUTE RESOLUTION**

61. In cases of overlapping jurisdiction, the participating agencies agree to work in concert to achieve the CCTF's objectives.
62. The participating agencies agree to attempt to resolve any disputes regarding jurisdiction, case assignments, workload, etc., at the field level first before referring the matter to supervisory personnel for resolution.

## **MEDIA RELEASES**

63. All media releases and statements will be mutually agreed upon and jointly handled according to FBI and participating agency guidelines.
64. Press releases will conform to DOJ Guidelines regarding press releases. No release will be issued without FBI final approval.

## **SELECTION TO VCTF AND SECURITY CLEARANCES**

65. If an LEA candidate for the CCTF will require a security clearance, he or she will be contacted by FBI security personnel to begin the background investigation process prior to the assigned start date.

66. If, for any reason, the FBI determines that an LEA candidate is not qualified or eligible to serve on the CCTF, the participating agency will be so advised and a request will be made for another candidate.
67. Upon being selected, each candidate will receive a comprehensive briefing on FBI field office security policies and procedures. During the briefing, each candidate will execute non-disclosure agreements (SF-312 and FD-868), as may be necessary or required by the FBI.
68. Before receiving unescorted access to FBI space identified as an open storage facility, CCTF personnel will be required to obtain and maintain a "Top Secret" security clearance. CCTF personnel will not be allowed unescorted access to FBI space unless they have received a Top Secret security clearance.
69. Upon departure from the CCTF, each individual whose assignment to the CCTF is completed will be given a security debriefing and reminded of the provisions contained in the non-disclosure agreement to which he or she previously agreed.

#### **LIABILITY**

70. The participating agencies acknowledge that this MOU does not alter the applicable law governing civil liability, if any, arising from the conduct of personnel assigned to the CCTF.
71. The participating agency shall immediately notify the FBI of any civil, administrative, or criminal claim, complaint, discovery request, or other request for information of which the agency receives notice, concerning or arising from the conduct of personnel assigned to the CCTF or otherwise relating to the CCTF. The participating agency acknowledges that financial and civil liability, if any and in accordance with applicable law, for the acts and omissions of each employee detailed to the CCTF remains vested with his or her employing agency. In the event that a civil claim or complaint is brought against a state or local officer assigned to the CCTF, the officer may request legal representation and/or defense by DOJ, under the circumstances and pursuant to the statutes and regulations identified below.
72. For the limited purpose of defending against a civil claim arising from alleged negligent or wrongful conduct under common law under the FTCA, 28 U.S.C. § 1346(b), and §§ 2671-2680: An individual assigned to the CCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request to be certified by the Attorney General or his designee as having acted within the scope of federal employment at the time of the incident giving rise to the suit. 28 U.S.C. § 2679(d)(2). Upon such certification, the individual will be considered an "employee" of the United States government for the limited purpose of defending the civil claim under the FTCA, and the claim will proceed against the United States as sole defendant. 28 U.S.C. § 2679(d)(2). Once an individual

is certified as an employee of the United States for purposes of the FTCA, the United States is substituted for the employee as the sole defendant with respect to any tort claims. Decisions regarding certification of employment under the FTCA are made on a case-by-case basis, and the FBI cannot guarantee such certification to any CCTF personnel.

73. For the limited purpose of defending against a civil claim arising from an alleged violation of the U.S. Constitution pursuant to 42 U.S.C. § 1983 or Bivens v. Six Unknown Named Agents of the Federal Bureau of Narcotics, 403 U.S. 388 (1971): An individual assigned to the CCTF who is named as a defendant in a civil action as a result of or in connection with the performance of his or her official duties and assignments pursuant to this MOU may request individual-capacity representation by DOJ to defend against the claims. 28 C.F.R. §§ 50.15, 50.16. Any such request for individual-capacity representation must be made in the form of a letter from the individual defendant to the U.S. Attorney General. The letter should be provided to Chief Division Counsel (CDC) for the FBI Kansas City Division, who will then coordinate the request with the FBI Office of the General Counsel. In the event of an adverse judgment against the individual, he or she may request indemnification from DOJ. 28 C.F.R. § 50.15(c)(4). Requests for DOJ representation and indemnification are determined by DOJ on a case-by-case basis. The FBI cannot guarantee the United States will provide legal representation or indemnification to any CCTF personnel.
74. Liability for any conduct by CCTF personnel undertaken outside of the scope of their assigned duties and responsibilities under this MOU shall not be the responsibility of the FBI or the United States and shall be the sole responsibility of the respective employee and/or agency involved.

## **DURATION**

75. The term of this MOU is for the duration of the CCTF's operations, contingent upon approval of necessary funding, but may be terminated at any time upon written mutual consent of the agency involved.
76. Any participating agency may withdraw from the CCTF at any time by written notification to the SSA with designated oversight for investigative and personnel matters or program manager of the CCTF at least 30 days prior to withdrawal.
77. Upon termination of this MOU, all equipment provided to the CCTF will be returned to the supplying agency/agencies. In addition, when an entity withdraws from the MOU, the entity will return equipment to the supplying agency/agencies. Similarly, remaining agencies will return to a withdrawing agency any unexpended equipment supplied by the withdrawing agency during any CCTF participation.

## **MODIFICATIONS**

78. This agreement may be modified at any time by written consent of all involved agencies.
79. Modifications to this MOU shall have no force and effect unless such modifications are reduced to writing and signed by an authorized representative of each participating agency.

## **SIGNATORIES**

\_\_\_\_\_  
Special Agent in Charge  
Federal Bureau of Investigation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief/Sheriff  
Law Enforcement Agency

\_\_\_\_\_  
Date



CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment  
016

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                                       |
|------------------------|------|-------|---------|--------|----------|-----------|---------------------------------------------------|
| 25060                  | 18   | 92590 | 414110  | 000000 | 00000    | \$ 74,596 | 2019-2020 FBI Career Criminal Task Force Overtime |
| Net Revenue Adjustment |      |       |         |        |          | \$ 74,596 |                                                   |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                       |
|----------------------------|------|-------|---------|--------|----------|-----------|---------------------------------------------------|
| 25060                      | 18   | 92590 | 500120  | 000000 | 00000    | \$ 74,596 | 2019-2020 FBI Career Criminal Task Force Overtime |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 74,596 |                                                   |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: The Federal Bureau of Investigation ("FBI") and the Springfield Police Department ("SPD") have expressed a mutual interest in creating and participating in a Career Criminal Task Force ("CCTF"). The FBI agrees to reimburse the SPD for any overtime expenses incurred by officers assigned to the task force.

Requested By:

Paul F. Zick 10/16/19  
Department Head Date

Approved By:

DL Hill 10/16/19  
Director of Finance Date

Authorization:

Council Bill No. 2019-242  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

City Manager

Date



## EXPLANATION TO COUNCIL BILL 2019-243

FILED: 10-29-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: To adopt the City of Springfield's Legislative Priorities for 2020.

BACKGROUND INFORMATION: This Resolution adopts the City of Springfield's 2020 Legislative Priorities. These priorities, once adopted, will guide the City's elected officials and staff in their work with state and federal legislators during 2020.

On October 1, 2019, City Council reviewed the proposed Legislative Priorities at the City Council Lunch. The final version of the 2020 legislative priorities is attached as "Exhibit A."

Submitted by:

Approved by:

  
Rhonda Lewsader, City Attorney

  
Jason Gage, City Manager

## Exhibit A

# City of Springfield Legislative Priorities – 2020

### General Priorities

- **Retain Local Control** – The City of Springfield opposes legislation that would reduce or remove local authority, including the setting of user and license fees.
- **Avoid Unfunded Mandates** – The City of Springfield opposes any legislation that would result in a new net cost and related tax burden to the City of Springfield and/or its citizens.
- **Promote Public Safety** – The City of Springfield supports legislation that promotes safe communities and reduces violent crime.
- **Promote Economic Vitality** – The City of Springfield supports legislation that strengthens Springfield’s ability to: compete for jobs, enhance education and workforce development, improve transportation, provide affordable housing, create healthy neighborhoods, stimulate downtown revitalization, grow tourism funding, benefit the health industry through Medicaid expansion, and ensure broadband access for all citizens – all without compromising our natural environment.
- **Promote Fiscal Sustainability** – The City of Springfield supports legislation that: honors municipal taxing independence, preserves current revenue streams, and ensures stable service delivery and infrastructure.
- **Promote Quality of Place** – The City of Springfield supports legislation that: promotes projects that improve livability, strengthens our ability to retain and attract talent, enhances our neighborhoods, enriches our visitor experience, and encourages an inclusive and welcoming community.

### Specific Priorities

- **Internet Sales Tax** – The City of Springfield asks our local delegation to introduce and support legislation that will “level the retail market playing field” in accordance with the intent of the recent South Dakota v. Wayfair Supreme Court case by appropriately including Internet sales in the current Sales Tax and/or Use Tax statute.

- **Hotel/Motel Tax** – The City of Springfield asks our local delegation to introduce and support legislation enabling the Springfield electorate to vote on a hotel/motel tax or a convention and tourism and/or convention and sport tax in addition to the hotel/motel tax at the same afforded to the voters in Kansas City and St. Louis.
- **Statewide Prescription Drug Monitoring Program (PDMP)** – Missouri is the only state of 50 without a PDMP. As a result, the City of Springfield encourages our local delegation to introduce and support legislation to establish a statewide PDMP. Although the City of Springfield and Greene County have each implemented local PDMPs, this is truly an issue of statewide concern.
- **Pay Day Loans** – The City of Springfield asks our local delegation to introduce and support legislation that will limit refinancing and cap the amount of interest that can be charged by pay-day loan and car title loan companies that tend to prey on the poor. According to the State Commissioner of Finance’s report to the Governor, the average interest rate for “pay day” loans in Missouri in 2016 was 462%.
- **Municipal Court**
  - **FACT Procedure** – The City of Springfield asks our local delegation to introduce legislation that will reinstate the FACT Procedure. RSMo 302.341.2 eliminated the FACT (Failure to Appear in Court for Traffic Violation) driver’s license suspension procedure found in 302.341.1 for “minor traffic violations”. Under current law, the driver’s license for those who fail to appear in Municipal Court after receiving a citation can no longer be suspended for minor traffic violations. As a result, arrest warrants are immediately issued for these defendants. The FACT process allowed for driver’s license suspensions after a 30-day warning/grace period. This process gave defendants a chance to address their case prior to invoking the license suspension. Additionally, we have found a much higher compliance rate with the FACT process than with the warrant process. Other legal incentives that have the result of increasing court appearances are also supported.
  - **Municipal Court Warrants** – The City of Springfield asks our local delegation to introduce legislation that will allow warrants for defendants that fail to follow court judgments. Repeal of sections 479.353(3) RSMo and 479.360.1(3) RSMo. Missouri Supreme Court Rule 37.65, effective July 1, 2015, comprehensively addresses how courts are to operate procedurally in enforcing judgments. We need the ability to utilize warrants for those that fail to abide by the judgment of the court or fail to show cause for not abiding by the judgment of the court.

- **Municipal Court Community Service Support** – The City of Springfield asks our local delegation to introduce and support language to once again allow municipal courts that utilize community service in lieu of traditional sentencing obtain program cost recovery from non-indigent probationers.
- **Chronic Nuisance Properties and Dangerous Buildings**
  - **Provide Accelerated Abatement Process for Chronic Nuisances** – The City of Springfield asks our local delegation to introduce and support a bill that will allow a single, one-year notice for the abatement of tall grass and weed nuisances.
  - **Clarify State Statutes on Nuisance Issues** – The City of Springfield asks our local delegation to introduce and support a bill that will clarify the state's intent to allow municipalities to recover costs associated with processing nuisance actions, such as administrative and contractor fees.
  - **Revisions to Dangerous Building Statutes** – The City of Springfield asks our local delegation to introduce and support legislation that will allow mailing alternatives to certified mail, such as FedEx or UPS, as long as the recipient's signature is required. The City also asks that smaller costs, such as those for interim structure stabilization, installation of property access control measures, unpaid permit fees, and other directly related out-of-pocket costs, may be recovered by adding them to real estate tax bills in lieu of special tax bills.
- **Property Assessed Clean Energy (PACE)** – The City of Springfield recently withdrew from participating in the Property Assessed Clean Energy (PACE) program due to insufficient residential consumer protections within the current statute. Our data highlighted numerous examples of disproportionately high energy efficiency project costs compared to the home's value. This circumstance resulted in surprisingly high property tax bills for many residents, whereby the energy use savings does not come close to covering the project-related property tax increase. As a result, we strongly support amendments to the current law to adequately strengthen consumer protections and ensure statewide monitoring of the program's application.

One-rdg.   X    
P. Hrngs.             
Pgs.       3        
Filed:   10-29-19  

Sponsored by:   McClure  

COUNCIL BILL   2019- 244   RESOLUTION                           

RESOLUTION

1 AUTHORIZING Councilman Richard Ollis to participate in a mobility study tour hosted  
2 by LaneShift, LLC, in New York City from March 10, 2020, through  
3 March 13, 2020.  
4 \_\_\_\_\_  
5

6 WHEREAS, the City is desirous of exploring the growing power of active mobility  
7 and the benefits such mobility can bring to a community; and  
8

9 WHEREAS, LaneShift, LLC, is a planning and consulting agency that exists to  
10 create bicycle and pedestrian networks that encourage people to move safely and  
11 comfortably, and LaneShift, LLC, is hosting a mobility study tour in New York City from  
12 March 10, 2020, through March 13, 2020; and  
13

14 WHEREAS, Councilman Ollis would like to participate in said mobility study tour.  
15

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

19 Section 1 – City Council authorizes Councilman Richard Ollis to participate in the  
20 mobility study tour of New York City from March 10, 2020, through March 13, 2020, and  
21 hereby further authorizes payment of all necessary and incidental expenses incurred by  
22 attending said tour.  
23

24 Section 2 – Section 2.3(1) of the City Charter authorizes City Council, by  
25 adopting this Resolution to allow for council members to be reimbursed for expenses  
26 associated with participation in this tour, said reimbursement to be pursuant to Sec 2-62  
27 of the City Code and established travel expense policies of the City.  
28

29 Section 3 – This Resolution shall be in effect immediately upon adoption.  
30

31 Passed at meeting: \_\_\_\_\_

32

33

34

\_\_\_\_\_  
Mayor

35

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

37

38 Filed as Resolution: \_\_\_\_\_

39

40

41 Approved as to form: Rhonda Lewaden, City Attorney

42

43

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



## EXPLANATION TO COUNCIL BILL 2019 -244

FILED: 10-29-19

ORIGINATING DEPARTMENT: City Clerk's Office

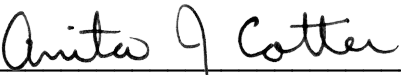
PURPOSE: Authorizing Councilman Richard Ollis to participate in a mobility study tour hosted by LaneShift, LLC, in New York City from March 10, 2020, through March 13, 2020.

BACKGROUND INFORMATION: The City is eager to explore the growing power of active mobility and the benefits such mobility can bring to a community. LaneShift, LLC, is a planning and consulting agency that exists to create bicycle and pedestrian networks that encourage people to move safely and comfortably. LaneShift, LLC, is hosting a mobility study tour in New York City on March 10, 2020, through March 13, 2020, that Councilman Ollis would like to participate in. Participation in this tour will allow Councilman Ollis to learn about bike friendly real estate development; safe, comfortable, and connected mobility infrastructure; and a welcoming and inclusive mobility culture.

Per Section 2.3(1) of the City Charter, City Council may adopt a resolution allowing for Council members to be reimbursed for expenses associated with participation in this tour, said reimbursement to be pursuant to Sec 2-62 of the City Code and established travel expense policies of the City.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Anita Cotter, City Clerk

  
\_\_\_\_\_  
Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed: 10-29-19

Sponsored by: Fisk

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

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

COUNCIL BILL 2019- 245

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept grant funds from the  
2 Springfield Police Foundation totaling \$75,628.86, to fund the  
3 purchase of Photogrammetry/Mapping Software for the Traffic  
4 Section Drone, Rifle Rated Ballistic Shields, a K9 Camera System,  
5 a Long Range Acoustic Device, and Major Crime Investigator  
6 Camera Packages; and amending the budget for the Police  
7 Department for Fiscal Year 2019-2020 in the amount of  
8 \$75,628.86.  
9 \_\_\_\_\_

10  
11 WHEREAS, The Springfield Police Foundation is a non-profit organization that  
12 provides critical resources for innovative programs that support the mission of the  
13 Springfield Police Department and enhance the community; and  
14

15 WHEREAS, the Springfield Police Department ("SPD") applied for and was  
16 awarded multiple grants from the Springfield Police Foundation; and  
17

18 WHEREAS, SPD was awarded \$4,240.00, for the purchase of photogrammetry/  
19 mapping software for the traffic section drone; and  
20

21 WHEREAS, SPD was awarded \$24,975.00, plus any additional shipping costs,  
22 for the purchase of five (5) rifle rated ballistic shields; and  
23

24 WHEREAS, SPD was awarded \$12,515.00, for the purchase of a camera system  
25 for the K9 unit; and  
26

27 WHEREAS, SPD was awarded \$12,914.00, for the purchase of a long-range  
28 acoustic device; and  
29

30 WHEREAS, SPD was awarded \$20,984.46, for the purchase of seven (7) Major  
31 Crime Investigator camera packages; and  
32

33 WHEREAS, the total amount of the above listed grants is \$75,628.86.

34  
35 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
36 SPRINGFIELD, MISSOURI, as follows, that:  
37

38 Section 1 – The City Manager, or his designee, is hereby authorized to accept  
39 grant funds in the amount of \$75,628.86, from the Springfield Police Foundation, for use  
40 by the Police Department consistent with the purposes stated in the grant award letters,  
41 and to do all things necessary to accept and to carry out the grants, including the  
42 execution of contracts, provided the form of any such contract is approved by the City  
43 Attorney.  
44

45 Section 2 – The budget of the Police Department, for Fiscal Year 2019-2020, is  
46 hereby amended in the accounts and in the amounts as shown on Budget Adjustment  
47 No. 017 in the Amount of \$75,628.86, a copy of which is attached hereto and  
48 incorporated herein by reference as “Exhibit A.”  
49

50 Section 3 – City Council finds that the budget adjustment made above has been  
51 recommended by the City Manager.  
52

53 Section 4 – The City Manager is directed to cause the appropriate accounting  
54 entries to be made in the books and records of the City. In the event additional funding  
55 is provided under this grant by the grantor, the Director of Finance is hereby authorized  
56 to adjust this appropriation by an amount not to exceed 20 percent.  
57

58 Section 5 – This Ordinance shall be in full force and effect from and after  
59 passage.  
60

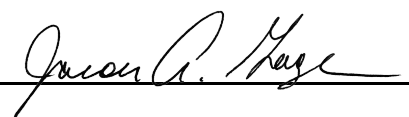
61 Passed at meeting: \_\_\_\_\_  
62

63 \_\_\_\_\_  
64 Mayor  
65

66 Attest: \_\_\_\_\_, City Clerk  
67

68 Filed as Ordinance: \_\_\_\_\_  
69

70  
71 Approved as to form: , Assistant City Attorney  
72

73  
74 Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2019 - 245**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Police

PURPOSE: Authorizing the City Manager, or his designee, to accept grant funds from the Springfield Police Foundation totaling \$75,628.86, to fund the purchase of Photogrammetry/Mapping Software for the Traffic Section Drone, Rifle Rated Ballistic Shields, a K9 Camera System, a Long Range Acoustic Device, and Major Crime Investigator Camera Packages; and amending the budget for the Police Department for Fiscal Year 2019-2020 in the amount of \$75,628.86.

BACKGROUND INFORMATION: The Springfield Police Foundation is a non-profit organization that provides critical resources for innovative programs that support the mission of the Springfield Police Department. The Springfield Police Department ("SPD") has applied for, and been awarded, several grants from the Springfield Police Foundation to provide various equipment for use by SPD.

SPD has been awarded grants to provide the following equipment:

\$4,240.00, for the purchase photogrammetry/mapping software for the Traffic Section Drone. Purchase of this software will allow the Traffic Section to more quickly complete accident investigations in the field, reducing the amount of time roadways must remain closed following a fatal or serious motor vehicle crash.

\$24,975.00, plus any additional shipping costs, for the purchase of five (5) rifle rated ballistic shields. The ballistic shields currently employed by SPD patrol officers are rated to protect from handgun rounds and lower velocity rifle rounds. The addition of five rifle rated ballistic shields would not replace current shields, but rather provide additional protection options for officers to deploy as needed.

\$12,515.00, for the purchase of a K9 camera system. This system would be worn by the canine to provide real time audio and video and could be deployed in situations where a police service dog is being used in long leash or off leash situations, such as building searches or tracking situations. It will be available for use by all the department police service dogs.

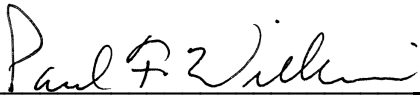
\$12,914.00, for the purchase of a long-range acoustic device ("LRAD") . This would allow live or recorded broadcasts from a portable device. It will allow messages to be delivered loud and clear over longer distances and over any background noise, which would increase the safety of citizens in barricade and hostage situations as well as large scale demonstrations.

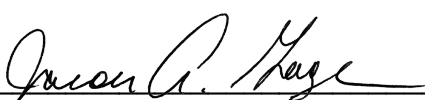
\$20,984.46, for the purchase of seven (7) Major Crime Investigator ("MCI") camera packages to replace aging camera systems necessary for investigations. Currently,

officers requesting a MCI camera may be forced to wait for one to become available if all current cameras are in use, so additional camera packages would allow faster response and subsequent processing of crime scenes.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Paul Williams, Chief of Police

  
\_\_\_\_\_  
Jason Gage, City Manager

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment  
017

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount       | Description                             |
|------------------------|------|-------|---------|--------|----------|--------------|-----------------------------------------|
| 25360                  | 18   | 92510 | 416030  | 102671 | 00000    | \$ 75,628.86 | 2019-2020 Springfield Police Foundation |
| Net Revenue Adjustment |      |       |         |        |          | 75,628.86    |                                         |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount       | Description                             |
|----------------------------|------|-------|---------|--------|----------|--------------|-----------------------------------------|
| 25360                      | 18   | 92510 | 501190  | 102671 | 00000    | 75,628.86    | 2019-2020 Springfield Police Foundation |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 75,628.86 |                                         |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2019-20 budget to appropriate grant funding from the Springfield Police Foundation for various equipment needs.

Requested By:

Paul F. Williams 10/30/19  
Department Head Date

Approved By:

DJ Hill 10/30/19  
Director of Finance Date

Authorization:

Council Bill No. 2019-245  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
Journal Imp No. \_\_\_\_\_

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

\_\_\_\_\_  
Date

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 4  
Filed: 10-29-19

Sponsored by: Schilling

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

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

COUNCIL BILL 2019- 246

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

### AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept a grant in the amount  
2 of \$10,000.00, from Community Partnership of the Ozarks for  
3 reimbursement of expenses incurred by the Springfield Police  
4 Department for participating in the Mental Health First Aid Program  
5 and amending the budget for the Police Department for Fiscal Year  
6 2019-2020 in the amount of \$10,000.00.  
7 \_\_\_\_\_  
8

9 WHEREAS, Community Partnership of the Ozarks ("CPO") is the grant  
10 administrator of the Mental Health Awareness Training ("MHAT") Grant; and  
11

12 WHEREAS, through the MHAT Grant, CPO has been working with community  
13 partners to implement the Youth and Adult Mental Health First Aid ("MHFA") program;  
14 and  
15

16 WHEREAS, the Springfield Police Department ("SPD") has been working with  
17 CPO to implement that MHFA program; and  
18

19 WHEREAS, to assist in the implementation of the MHFA program, SPD has  
20 assisted in preparing resource materials for individuals experiencing mental health  
21 challenges; and  
22

23 WHEREAS, members of SPD staff have attended MHFA instructor training,  
24 allowing SPD to conduct ongoing MHFA trainings; and  
25

26 WHEREAS, SPD has designated a representative to attend Interagency Support  
27 Team meetings; and  
28

29 WHEREAS, CPO has made grant funds available to SPD in the amount of  
30 \$10,000.00, to reimburse SPD for expenses associated with participation in the MHFA  
31 program.  
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 Manager, or his designee, is hereby authorized to accept  
37 grant funds in the amount of \$10,000.00, from Community Partnership of the Ozarks  
38 and to do all things necessary to accept and to carry out the grants, including the  
39 execution of contracts, provided the form of any such contract is approved by the City  
40 Attorney.

41  
42 Section 2 – The budget of the Police Department, for the Fiscal Year 2019-2020,  
43 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment  
44 No. 018 in the Amount of \$10,000.00, a copy of which is attached hereto and  
45 incorporated herein by reference as “Exhibit A.”

46  
47 Section 3 – City Council finds that the budget adjustment made above has been  
48 recommended by the City Manager.

49  
50 Section 4 – The City Manager is directed to cause the appropriate accounting  
51 entries to be made in the books and records of the City. In the event additional funding  
52 is provided under this grant by the grantor, the Director of Finance is hereby authorized  
53 to adjust this appropriation by an amount not to exceed 20 percent.

54  
55 Section 5 – This Ordinance shall be in full force and effect from and after  
56 passage.

57  
58 Passed at meeting: \_\_\_\_\_

59  
60 \_\_\_\_\_  
61 Mayor

62  
63 Attest: \_\_\_\_\_, City Clerk

64  
65 Filed as Ordinance: \_\_\_\_\_

66  
67 \_\_\_\_\_  
68 Approved as to form: \_\_\_\_\_, Assistant City Attorney

69  
70 \_\_\_\_\_  
71 Approved for Council action: \_\_\_\_\_, City Manager



## **EXPLANATION TO COUNCIL BILL 2019 - 246**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Police

**PURPOSE:** Authorizing the City Manager, or his designee, to accept a grant in the amount of \$10,000.00, from Community Partnership of the Ozarks for reimbursement of expenses incurred by the Springfield Police Department for participating in the Mental Health First Aid Program and amending the budget for the Police Department for Fiscal Year 2019-2020 in the amount of \$10,000.00.

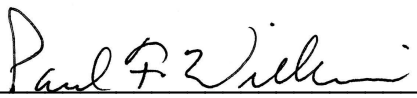
**BACKGROUND INFORMATION:** Community Partnership of the Ozarks ("CPO") is a participant in the Mental Health Awareness Training ("MHAT") Project. As part of the MHAT Project, CPO is working towards a goal of certifying 2,250 First Aiders in Youth and Adult Mental Health First Aid ("MHFA"). To become certified, individuals attend an 8-hour course that teaches how to identify, understand and respond to signs of mental illness and substance use disorders. To implement the MHAT Project, CPO acts as a grant administrator for a federal grant from the Substance Abuse and Mental Health Services Administration.

Springfield Police Department ("SPD") has been serving as a community partner and participant in the MHAT Project by assisting in preparing resource materials for individuals experiencing mental health challenges and has designating a representative to attend Interagency Support Team meetings. Additionally, members of SPD staff have attended MHFA Instructor training to assist in providing ongoing MHFA trainings and SPD has further supported the training program by providing training space.

Through the MHAT Grant, CPO has made funds available to SPD to reimburse expenses associated with SPD's participation in the MHAT Project.

Submitted by:

Approved by:

  
\_\_\_\_\_  
Paul Williams, Chief of Police

  
\_\_\_\_\_  
Jason Gage, City Manager

CITY OF SPRINGFIELD, MO  
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment  
018

Revenues:

| Fund                   | Dept | Org   | Account | P&G    | Location | Amount    | Description                               |
|------------------------|------|-------|---------|--------|----------|-----------|-------------------------------------------|
| 25240                  | 18   | 90210 | 416030  | 000000 | 00000    | \$ 10,000 | CPO Mental Health First Aid Program grant |
| Net Revenue Adjustment |      |       |         |        |          | \$ 10,000 |                                           |

Expenditures:

| Fund                       | Dept | Org   | Account | P&G    | Location | Amount    | Description                                  |
|----------------------------|------|-------|---------|--------|----------|-----------|----------------------------------------------|
| 25240                      | 18   | 90210 | 501260  | 000000 | 00000    | \$ 10,000 | CPO Mental Health First Aid Program training |
| Net Expenditure Adjustment |      |       |         |        |          | \$ 10,000 |                                              |

Fund Balance Appropriation:

| Fund | Title | Amount |
|------|-------|--------|
|      |       |        |

Explanation: To amend the FY2019-20 budget to appropriate grant funding from Community Partnerships of the Ozarks for the Mental Health First Aid program.

Requested By:

Paul F. Williams 10/30/19  
Department Head Date

Approved By:

DL Hill 10/30/19  
Director of Finance Date

Authorization:

Council Bill No. 2019-246  
Ordinance No. \_\_\_\_\_  
1st Reading \_\_\_\_\_  
2nd Reading \_\_\_\_\_  
City Manager Date Journal Imp No. \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 123  
Filed: 10-29-19

Sponsored by: Simpson

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

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

COUNCIL BILL 2019- 247

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

### AN ORDINANCE

1 AUTHORIZING the City Manager to enter into a contract with BKD, LLP, for the  
2 purpose of providing internal audit services for one year at a cost of  
3 \$77,586, with the option of up to four additional one-year terms.  
4 \_\_\_\_\_  
5

6 WHEREAS, Section 2.15 of the City Charter authorizes the City Council to  
7 appoint an investigator to perform internal audit services; and  
8

9 WHEREAS, the City has engaged in a request for proposal process to select  
10 said investigator; and  
11

12 WHEREAS, during the request for proposal process, the City received five  
13 responses; and  
14

15 WHEREAS, an Evaluation Committee comprised of four staff members reviewed  
16 and scored the responses; and  
17

18 WHEREAS, three firms were selected for review by the Finance and  
19 Administration Committee and Evaluation Committee; and  
20

21 WHEREAS, the Finance and Administration Committee and the Evaluation  
22 Committee recommend that BKD, LLP is the lowest and best proposal to meet the  
23 requirements of providing internal audit services; and  
24

25 WHEREAS, City Council, based on the recommendation of the Finance and  
26 Administration Committee and the Evaluation Committee, desires to engage BKD, LLP  
27 to provide internal audit services for the City, under the terms of the contract attached  
28 hereto as "Exhibit 1;" and  
29

30 WHEREAS, said contract provides for the provision of one year of services at the  
31 cost of \$77,586, with the option for the City to renew the contract for four additional one-  
32 year terms.  
33

34 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
35 SPRINGFIELD, MISSOURI, as follows, that:  
36

37 Section 1 – City Council hereby authorizes the City Manager, or designee, to  
38 enter into a contract with BKD, LLP, for the purpose of providing internal audit services  
39 for the City. Said contract to be in substantially the same form and content as that  
40 document attached hereto and incorporated herein by this reference as “Exhibit 1.” The  
41 City Manager is further authorized to extend said contract for four additional one-year  
42 terms in accordance with the City policy for internal audit services and subject to  
43 appropriation by this Council.  
44

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

48 Passed at meeting: \_\_\_\_\_  
49

50 \_\_\_\_\_  
51 Mayor  
52

53 Attest: \_\_\_\_\_, City Clerk  
54

55 Filed as Ordinance: \_\_\_\_\_  
56

57 Approved as to form: Achale T. Weller, Assistant City Attorney  
58  
59

60 Approved for Council action: Jason A. Hays, City Manager  
61

## **EXPLANATION TO COUNCIL BILL 2019-247**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Finance

PURPOSE: Authorizing the City Manager to enter into a contract with BKD, LLP, for the purpose of providing internal audit services for one year at a cost of \$77,586, with the option of up to four additional one-year terms.

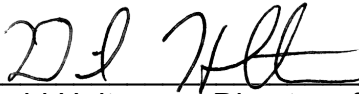
BACKGROUND INFORMATION: Section 2.15 of the Springfield City Charter allows City Council to appoint an investigator (Certified Public Accountant) to perform internal audit services prescribed by City Council. Appointment of the investigator (or audit firm) has been made through the Request for Proposal process.

REMARKS: A Request for Proposal was distributed to firms that had expressed interest and through the Purchasing Division's procurement web site. The City received five responses. An Evaluation Committee comprised of four staff members reviewed and scored the responses. Three firms were selected for review by the Finance and Administration Committee and the Evaluation Committee. After meeting with the three firms, the Finance and Administration Committee concurred with the Evaluation Committee's recommendation that BKD, LLP, is the lowest and best proposal to meet the requirement of internal audit services.

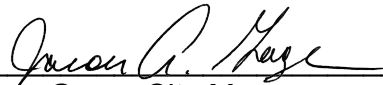
We are recommending City Council authorize the City Manager, or his designee, to enter into a contract with BKD, LLP, for a one-year term with the option of up to four additional one-year terms. The contract would be subject to annual review and approval by the City in accordance with the City policy for internal audit services. The fee for the first year of internal audit services will not exceed \$77,586.

A copy of the proposed contract is attached as Exhibit 1.

Submitted by:

  
\_\_\_\_\_  
David Holtmann, Director of Finance

Approved by:

  
\_\_\_\_\_  
Jason Gage, City Manager

# Exhibit 1



City of Springfield  
Division of Purchases  
218 E Central (65802)  
PO Box 8368  
Springfield, MO 65801-8368  
Ph. 417 864-1620  
Fax 417-864-1927

Service Provider  
BKD LLP  
Attn: Angela Morelock  
910 E. St. Louis St.  
Springfield, MO 65801  
Ph. 417-865-8701  
Fax 417-865-0682

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 BKD LLP, a company in the State of Missouri, hereafter referred to as "Service Provider."

**WITNESSETH:**

**THAT WHEREAS**, the City of Springfield desires to engage the Service Provider to provide Internal Auditing Services described in Request for Proposal #009-2020 which is attached hereto and incorporated herein as **EXHIBIT A**; and

**WHEREAS**, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B**; and

**WHEREAS**, the Service Provider submitted an Engagement Letter which is attached hereto and incorporated herein as **EXHIBIT C**;

**WHEREAS**, City desires to engage Service Provider to perform such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City's Request for Proposal No. 009-2020 hereinafter **EXHIBIT A**, and the Service Provider's Response to the RFP hereinafter **EXHIBIT B**, and the Engagement Letter hereinafter **EXHIBIT C**. Where the terms of this contract document, the RFP, the Service Provider's Response to the RFP, and the Service Provider's Engagement Letter conflict, the terms of this contract document shall control, followed by the terms of **EXHIBIT A**.
3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this Contract for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in **EXHIBIT B**. Service Provider agrees that the price for all line items outlined in **EXHIBIT B** shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services

shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Contract shall be for a one-year period from \_\_\_\_\_ through \_\_\_\_\_. The City may at its option renew the Contract up to four (4) additional one-year terms by giving written notice to the Service Provider. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 009-2020; Section 15.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contract term.
5. The Offeror shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims asserted by third parties, to the extent caused by Contractor's negligent performance of this contract, or the work or any sub-contract thereunder (the Offeror 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 Offeror. Part II. 15.4 in Exhibit A is not applicable and Contractor's limitation of liability language in Exhibit C will be applied.
6. The Service Provider shall maintain ownership of its workpapers, in accordance with professional standards and Missouri Law, but all workpapers shall be available to the City, regulatory agencies, and court orders.
7. The Service Provider is not required to provide 30-day cancellation notice on their certificate of insurance but shall notify the City within 30 days if the Service Provider's insurance is cancelled. The Service Provider is not required to list the City's as an additional insured on Service Provider's professional liability insurance.
8. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.
9. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

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

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Company Authorized Signature Date

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

\_\_\_\_\_  
David Holtmann, Director of Finance  
or  
Acting Director of Finance

\_\_\_\_\_  
Date

**CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Ben Calia, CPPB, City Purchasing Agent Date  
Or Acting Purchasing Agent

**APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney or Assistant City Attorney

\_\_\_\_\_  
Date





**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
218 E. CENTRAL  
SPRINGFIELD, MO 65802**

**Buyer: Margaret Juarez**  
**Email: mjuarez@springfieldmo.gov**  
**Phone: (417) 864-1621 Fax: (417) 864-1927**

## **REQUEST FOR PROPOSALS (RFP) #009-2020**

The City of Springfield will accept delivered proposals from qualified persons or firms interested in providing the following:

### **INTERNAL AUDITING SERVICES**

#### **IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO THE CLOSING DATE OF AUGUST 30, 2019, AT 3:00 PM CST.**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

**Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

***NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.***

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Fax #

Date

Tax ID #

E-mail

Entity Type

Missouri Charter Number or Exemption Number

LEGAL NOTICE:  
REQUEST FOR PROPOSAL NUMBER 009-2020

The City of Springfield will accept physically delivered sealed proposals from firms/providers interested in providing the following:  
Internal Auditing Services

Proposals must be received in the Division of Purchases 3:00pm CST, on Friday, August 30, 2019. Proposals will be read aloud publicly in the Division of Purchases Conference Room located at 218 E. Central, Springfield, MO 65802, at the specified RFP closing date and time. Only the name of the Offerors that submitted Proposals will be read aloud.

RFP documents and any addendums are available by accessing City's Bid Postings webpage at:  
<https://www.springfieldmo.gov/bids.aspx> or by signing up as a vendor at [www.DemandStar.com](http://www.DemandStar.com) or by contacting the Buyer listed on page 1.

For any contract for services greater than \$5,000, the successful bidder shall comply with § 285.530, RSMo, as amended, and (1) provide by sworn affidavit affirmation that it does not knowingly employ any person who is an unauthorized alien and (2) provide documentation affirming its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this contract. The required documentation affirming enrollment must be from the federal work authorization program provider. Letter from respondent reciting compliance is not sufficient. All bids should include the signed and notarized Work Authorization Affidavit and the electronic signature page from the E-Verify program. Letter from Offeror reciting compliance is not sufficient.

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**PART I**  
**DESCRIPTION OF PROJECT AND SERVICES REQUIRED**

**1.0 INTRODUCTION/DESCRIPTION OF PROJECT/SERVICES:**

The City of Springfield, Missouri (the City), is seeking the services of an independent certified public accounting firm to perform the internal audit function for the City and other auditing services that may be requested by the City. The firm selected will perform internal audits to ensure that the operating procedures, including internal controls, are being followed. The audits will evaluate the adequacy of the internal financial controls with emphasis on areas vulnerable to fraud and abuse. In order to develop a structured approach and to address the internal auditing needs, the City is outsourcing internal auditing services for a minimum of one year with the option, if exercised by the City, of four (4) one-year renewals.

**1.1 Description of Operations or Background:**

1.1.1 For the last few years, the internal audit function was performed by the auditing firm RubinBrown LLP.

1.1.2 The City offers a full range of services associated with municipal government. The City also operates the sanitary sewer system, landfill, municipal parks, art museum and golf courses.

1.1.3 The City has approximately 1,900 full-time employees and an annual operating budget of \$381 million. The most recent budget and comprehensive annual financial report are available at:  
<https://www.springfieldmo.gov/297/All-Finance-Documents>.

1.1.4 Computer Systems: The City operates with Oracle Financial Management and HR/Payroll software. These systems operate on Sun servers located offsite at the "Underground". The City currently uses Oracle platform 12.1.3.

**2.0 SCOPE OF SERVICES:** The internal 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.

2.1 The auditor shall develop a risk assessment of the City's primary operations. This assessment will identify the strengths, weaknesses, challenges and potential risk of City operations. An internal audit plan for the year will be identified based on the outcomes of the risk assessment.

2.2 The auditor shall test and evaluate a minimum of three areas within the City over a twelve-month period. The selection of these three areas should take into account risk, control weaknesses, size and complexity of operations. At the conclusion of each evaluation, a report will be issued to the Finance and Administration Committee of City Council. The report shall include an executive summary, scope, background, significant findings of risk exposures and/or control deficiencies, recommendations for correcting each significant finding and management's responses to these findings.

2.3 The auditor primarily responsible for the engagement must report to the Finance and Administration Committee of City Council as warranted or requested. This reporting will be both verbal and written.

2.4 Before the conclusion of the contract, the auditor shall provide the Finance and Administration Committee with a recommended model for the City's internal audit program taking into account the current budget for this function.

2.5 In the event the internal auditor believes there is fraud and/or theft that has been or may have been committed by any City employee, then the auditor must immediately notify the chair of the Finance and Administration Committee of City Council, the City Manager and the City Attorney.

**3.0 AUDITING STANDARDS TO BE FOLLOWED:** To meet the requirements of this Request for Proposal, the audits shall be performed in accordance with generally accepted auditing standards (GAAS) as set forth by the American Institute of Certified Public Accountants (AICPA) and the International Standards for the Professional Practice of Internal Audits (IIA).

**4.0 WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS:** 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, and with the prior authorization of the City, to The City of Springfield, Missouri (the City) or other parties designated by the City.

4.1 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.

**5.0 TIMELINE FOR RFP PROCESS:** The timeline listed below is the City's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule, but it may change due to different circumstances.

|                                    |                                  |
|------------------------------------|----------------------------------|
| Post RFP Notification              | August 2, 2019                   |
| Question Cutoff date               | August 16, 2019 @ Noon, CST      |
| Receive Proposals                  | August 30, 2019 @ 3:00 P.M., CST |
| Meet to review                     | week of September 16, 2019       |
| Interviews                         | week of September 30, 2019       |
| Notice of Recommendation for Award | October 7, 2019                  |
| Notice to Proceed                  | November 7, 2019                 |

**PART II****STANDARD INSTRUCTIONS TO OFFERORS AND CONDITIONS OF REQUEST FOR PROPOSAL****1.0 PREPARATION OF PROPOSALS:**

- 1.1 By submitting a proposal, the Offeror certifies that he has fully read and understands the proposal method and has full knowledge of the scope, nature and quality of the work to be performed.
- 1.2 All proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- 1.3 The City of Springfield does not pay federal excise and sales tax on direct purchases of tangible personal property. Missouri tax ID #12493651.

**2.0 SUBMISSION OF PROPOSALS:**

- 2.1 A Proposal submitted by an Offeror must (1) be manually, electronically or digitally signed by the authorized agent of the Offeror on the Division of Purchases Request For Proposal Affidavit of Compliance form; (2) contain all information required by the Request For Proposal; (3) be priced as required; (4) be sealed in an envelope or container; with one (1) original and the specified number of copies of the Proposal; (5) include a security deposit if one is required; and (6) be physically received by the Division of Purchases and officially time stamped no later than the exact time and date specified in this Request For Proposal.
- 2.2 The sealed envelope or container containing a Proposal should be clearly marked on the outside with (1) the official Request for Proposal number and (2) Offeror's name and address.
- 2.3 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.
- 2.4 Incurred Expenses: The City is not responsible for any expenses which Offerors may incur in preparing and submitting Proposals called for in this Request for Proposal.
- 2.5 Late Proposals: Proposals received by the City after the time specified for receipt will not be considered. Offerors 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 United States Postal Service or private couriers in regard 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 a fully executed contract is in place.
- 2.6 Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

- 3.0 **LEGAL NAME AND SIGNATURE:** Proposals shall clearly indicate the legal name, address, e-mail address, telephone number, and fax number of the Offeror (company, firm, corporation, partnership, or individual). Proposals may be manually, electronically or digitally signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.

**4.0 MODIFICATIONS, CORRECTIONS, OR WITHDRAWAL OF PROPOSALS:**

- 4.1 Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Offeror or their authorized representative provided proper

identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.

**4.2 Corrections:** No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.

**4.3** After the official due date and time, no Proposal may be modified.

## **5.0 CLARIFICATION AND ADDENDA:**

**5.1** Each Offeror shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Division of Purchases in writing. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification or additional information can be given.

**5.2** It shall be the responsibility of each Offeror, prior to submitting their Proposal, to contact the Division of Purchases at phone number 417-864-1620 or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Proposal at: <http://www.springfieldmo.gov/bids.aspx>

**6.0 RESPONSIVE AND RESPONSIBLE OFFEROR:** To be considered a responsive Offeror, the Offeror shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Offeror, the Offeror shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

## **7.0 RESERVED RIGHTS:**

**7.1** The City reserves the right to make such investigations as it deems necessary to make the determination of the Offeror's responsiveness and responsibility. Such information may include but shall not be limited to: current financial statements, verification of availability of equipment and personnel, past performance records, and any additional documentation as deemed necessary by the City.

**7.2** The City reserves the right to reject any and all proposals, to waive technical defects and to select the proposal(s) deemed most advantageous to the City.

**8.0 THE RIGHT TO AUDIT:** The Offeror agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the Offeror's records pertaining to the work/product for a period of three (3) years after final payment.

## **9.0 RIGHT TO PROTEST:**

**9.1** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Protestors shall seek resolution of their complaints with the City Purchasing Agent.

**9.2** Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

**10.0 ETHICAL STANDARDS:** With respect to this RFP, if any Offeror violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Offeror may be disqualified from



furnishing the goods or services for which the Proposal is submitted and shall be further disqualified from submitting any future Proposals. A copy of the City's General Ethical Standards is available at the Division of Purchases.

**11.0 COLLUSION:** By offering a submission to this Request for Proposal, the Offeror certifies it has not divulged, discussed, or compared the Proposal with other Offerors and has not colluded with any other Offeror or parties to this RFP whatsoever. Also, the Offeror certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

- 11.1** Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Offeror or with any competitor.
- 11.2** Any prices and/or cost data for this Proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed by the Offeror prior to the scheduled official due date directly or indirectly to any other Offeror or to any competitor.
- 11.3** No attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
- 11.4** The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
- 11.5** No person or agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**12.0 CONFLICT:** By submission of its response, the bidder certifies that they are in compliance with items 12.1 through 13.4.

- 12.1** No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any applicable federal regulations and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated. Contractor/Consultant covenants that it presently has no interest and shall not acquire any interest, of a direct or indirect nature, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor/Consultant further covenants that in the performance of this Contract no person having such interest shall be employed or compensated by Contractor/Consultant. City of Springfield Charter Sec. 19.16 also prohibits City board members from contracting with the department the board administrates or with the board he or she is a member of. Please be aware that you have a duty to disclose any member of your business that has a position on a City of Springfield board or commission, is a City Council Member, a City employee, or the spouse or dependent child of a City employee. Failure to do so may render the contract with the City of Springfield void and result in the board member or City Council member forfeiting his or her job with the City. Additionally, it may be a violation of state law. If you would like more information on this contract the City or review City Charter Section 19.16 and Section 105.452 RSMo.

**NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR BID RESPONSE TO BE CONSIDERED RESPONSIVE.**

**13.0 DEBARMENT AND SUSPENSION STATUS:**

- 13.1 Offeror** is not currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any government agency, nor is **Offeror** an agent of any person or entity that is currently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any government agency.

**13.2 Offeror** has not within a three year period preceding this Invitation been convicted of or had a civil suit judgment rendered against **Offeror** for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.

**13.3 Offeror** is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated above.

**13.4 Offeror** has not, within a three-year period preceding this Invitation, had any government (federal, state, or local) transactions terminated for cause or default.

**14.0 RFP FORMS:** Unless otherwise specified, Offerors must use the Request for Proposal Forms furnished by the City. Failure to do so shall be grounds for rejection of the proposal. Offerors must indicate any exceptions to the City's requested specifications and/or terms and conditions, on the RFP Affidavit of Compliance. **Taking exception to the specifications and/or terms and conditions MAY render the Offeror's proposal non-responsive and may remove it from consideration for award (depending on the Offeror's noted exceptions).** All exceptions will be reviewed on a case by case basis. If no exceptions are noted Offerors must fully comply with the City requested specifications, requirements, and terms and conditions. By signing the Affidavit of Compliance without taking exception to this solicitation you are hereby agreeing to the City's terms and conditions as stated herein. If you disagree with any part of this document, you must state the exception on the Affidavit of Compliance. Additional terms and conditions submitted with your response without taking exception to the solicitation will not be considered and will not become a part of the contract if your proposal is accepted.

#### **15.0 LIABILITY AND INDEMNITY:**

**15.1** In no event shall the City be liable to the Offeror 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.

**15.2** The Offeror shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any sub-contract thereunder (the Offeror hereby assuming full responsibility for relations with offerors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Offeror.

**15.3** The Offeror shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this contract or any sub-contract, 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.

**15.4** The indemnification obligations of the Offeror hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Offeror, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

**15.5** The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

**15.6** The Offeror affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance.

**16.0 PAYMENT TERMS:** Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable. If an Offeror offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

**17.0 REGULATIONS:** It shall be the responsibility of each Offeror to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

**18.0 PROPOSAL OPENING:** A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Offerors that submitted Proposals will be read aloud. All other information shall remain confidential during the evaluation process. After a fully executed contract is in place, Offeror's may request a debriefing and Proposal files may be examined during normal working hours by appointment.

**19.0 REQUEST FOR ADDITIONAL INFORMATION:** The Offeror shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as ability to provide services. The City reserves the right to make investigations of the qualifications of the Offeror as it deems appropriate.

**20.0 CONTRACT DOCUMENTS:** If it is determined that a contract be issued via this solicitation, the contract between the City of Springfield and the Contractor shall generally consist of: (1) applicable contract document, (2) the Request for Proposal, and any addenda thereto and, (3) the Proposer's proposal, as accepted, submitted in response to the Request for Proposal, and (4) any negotiated Best and Final Offer. Any agreement, contract or purchase order resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City.

**20.1** Any contract resulting from this solicitation may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

**20.2** The successful Offeror shall have ten (10 days) after receipt of the Notice of Recommendation for Award letter to return all requested documentation as required by the Request for Proposal. Failure to comply within the established deadline for submittal of required documents may be grounds for cancellation of the award.

**21.0 OWNERSHIP OF DOCUMENTS:** All files and information will be submitted before or upon final approval and acceptance of the contract documents. All documents, including original drawings, calculations, computer runs, field notes, drawings, estimates, specifications, written design criteria and written reports are and remain the property of the Contractor until such time as this Contract is, for any reason, terminated, at which time they become the property of the City.

**22.0 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all qualified firms/providers that the City affirmatively ensure that minority businesses will be afforded full opportunity to submit a proposal in response to this solicitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

**22.1** The City of Springfield encourages the participation of Disadvantage Business Enterprises (DBEs). If your firm is a designated DBE, please be sure and identify such on the enclosed **FORM NO. 7 AFFIDAVIT OF COMPLIANCE**.

**PART III**  
**FORMAT, CONTENT, AND SUBMISSION OF PROPOSALS**

- 1.0 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. The Proposal shall be signed by a party authorized by law to bind the Offeror, such as an officer listed on a corporation's filing with the Missouri Secretary of State, an owner, or a managing member of an LLC or partnership.
- 2.0 PROPOSAL DUE DATE:** Sealed Proposals with one (1) original, one (1) electronic copy to be submitted on a flash/thumb drive and three (3) complete paper copies will be received at the Division of Purchases no later than 3:00 p.m., CST on Friday, August 30, 2019. Proposals will not be accepted after this time. Proposals shall be addressed as follows:

For Mail or Hand Delivery:  
**CITY OF SPRINGFIELD, MO**  
**MARGARET JUAREZ**  
**218 E. CENTRAL**  
**SPRINGFIELD, MO 65802**

Submitted sealed envelopes should be marked:  
 "REQUEST FOR PROPOSAL: #009-2020"  
 Offeror's Name and Address

- 3.0 ADDENDA:** If it becomes necessary to revise or amend any part of this Request for Proposal, an addendum will be posted on the City's website at [www.springfieldmo.gov/bids](http://www.springfieldmo.gov/bids). All addenda shall be executed and submitted with the proposal.

**4.0 SELECTION PROCESS:**

The proposals will be evaluated by a Selection Committee comprised of selected City personnel. The overall process may consist of two steps: the first being a review and evaluation of all responsive proposals and the second being the interview phase for the short list of respondents selected for interview.

**Step One: Evaluation of Responsive Proposals:**

- a. Members of the Selection Committee will review and rate each responsive proposal based on the criteria identified in Enclosure I of this document.
- b. The Proposal Ranking Score Sheet for the evaluation of the proposals is included as Enclosure I of this document. The Evaluation Committee may request additional submittals. Scores identified on the Proposal Ranking Score Sheets submitted by the Evaluation Committee will be utilized to create a Composite Proposal Score Sheet.
- c. The Project Manager and Evaluation Committee may determine via the outcome of the evaluation of the proposal(s) that there is only one firm identified as the highest-ranking firm based on overall composite score results. If it is determined by the Project Manager and Evaluation Committee that there is not a need to interview, the City may negotiate the specific terms of the contract including cost without engaging in an interview process.
- d. The Project Manager checks references and prepares a reference check information memo that is distributed to the Evaluation Committee. Reference check information may be taken into consideration as part of the evaluation of responsive proposals process as it pertains to the firm's Experiences & References criteria.

**Step Two: Short List Interviews:**

- a. The Proposal Evaluation Composite Score Sheet, based on the evaluation of responsive proposals, will produce a list of the top-rated proposals that may be selected for interviews (short list) if determined to be necessary by the Project Manager and Evaluation Committee. Oral interviews may be conducted in order to make a final determination of the top-ranking firm if the City determines interviews are necessary.

- b. The Interview Ranking Score Sheet for the evaluation of interviews is included as Enclosure II of this document. Scores identified on the Interview Ranking Score Sheets submitted by the Evaluation Committee will be utilized if applicable to create a Composite Interview Score Sheet.
- c. The Project Manager checks reference(s) once a short list is determined. A reference check information memo is prepared by the Project Manager and distributed to the interviewing committee. Reference check information may be considered part of the interview process and is taken into consideration pertaining to the firm's Experience & References criteria.
- d. Upon selection of the top-rated firm, the City may negotiate the specific terms of the contract including cost.

**Step Three: Best and Final Offer (BAFO):** The City reserves the right to conduct pre-award discussions, interviews, pre-contract negotiations, and if necessary a best and final offer (BAFO) with any or all responsive and responsible Offerors who submit Proposals determined to be reasonably acceptable of being selected for award. The City reserves the right to award a contract to a firm solely based on their initial proposal submitted without any further interview, discussion and negotiations.

- 4.1 Interviews: The City reserves the right to conduct personal interviews or require presentations of any or all Offerors prior to selection. The City will not be liable for any costs incurred by the Offeror in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- 4.2 Finalist firm(s) may be asked to deliver a brief presentation to the City Council's Finance and Administration Committee.

## **5.0 AWARDS:**

- 5.1 Unless otherwise stated in the Request for Proposal, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices, if part of the Proposal. However, such discounts are encouraged to motivate prompt payment.
- 5.2 As the best interest of the City may require, the right is reserved to make awards; to reject any and all Proposals or to waive any minor irregularity of technicality in Proposals received.
- 5.3 Award will be made based upon Evaluation Committee recommendation after Proposals have been scored based upon award criteria specified herein.
- 5.4 Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to furnish any or all the materials, equipment, supplies or services described therein shall constitute a contract between the Offeror and the City; and shall bind the Offeror to furnish and deliver at the price and in accordance with the conditions of said accepted Proposal and detailed specifications.

**6.0 BUDGETARY CONSTRAINTS:** The City reserves the right to reduce or increase the quantity, retract any item and/or service from the Proposal, or upon notification, terminate entire contract without any obligations or penalty based upon availability of funds.

**7.0 ORDER OF PRECEDENCE:** Any and all Special/General Conditions and Specifications attached hereto, which varies from the Instruction to Offerors, shall take precedence.

**8.0 AFFIDAVIT FOR SERVICE CONTRACTS:** The Offeror represents, in accordance with RSMO 285.530.2, that they have not employed, or sub-bid with, unauthorized aliens in connection with the scope of work to be done under the RFP and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the RFP, knowingly employ, or sub-bid with, any person who is an unauthorized alien.

**9.0 OPEN COMPETITION:** It is the intent and purpose of the Division of Purchases that the Request for Proposal process permits free and open competition. However, it shall be the Offeror's responsibility to advise the Division of Purchases if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirement to a single source or otherwise prohibits the submission of a Proposal. The notification should be received by the Division of Purchases at least ten calendar days prior to the specified Request for Proposal due date and time.

**10.0 ADDITIONAL PURCHASES BY OTHER PUBLIC AGENCIES:** The Offeror by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment, products, and services being proposed in this Request for Proposal unless otherwise noted on the Affidavit of Compliance Form.

**11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider. e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE internet-based program called E-Verify, <http://www.dhs.gov/everify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

| <b>CITY OF SPRINGFIELD, MISSOURI</b><br><b>WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo</b><br><b>(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| County of _____ )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | ) ss. |
| State of _____ )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |
| <p>My name is _____. I am an authorized agent of _____ ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.</p> <p>Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.</p> |       |
| _____<br>Affiant                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |
| _____<br>Printed Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |       |
| Subscribed and sworn to before me this ____ day of _____, 20____.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |
| _____<br>Notary Public                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |
| SEAL                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |       |

**12.0 INSURANCE REQUIREMENTS:** Before a contract is executed, the successful respondent shall furnish to the City a **CERTIFICATE OF INSURANCE (COI)** as described in **Insurance Requirements PART IV**.

**13.0 COMPLIANCE:** The following items shall be provided by proposer to the City of Springfield Division of Purchases. To be considered complete and responsive, Proposer must submit all pages identified with **"RETURN THIS PAGE"** of this RFP document as well as the specified number of copies. **Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

**13.1 To be provided with proposal submittal:**

- Form No. 1: Provider Profile
- Form No. 2: Key Outside Consultants
- Form No. 3: Experience/References
- Form No. 4: Resumes of Key Personnel
- Form No. 5: Project Narrative
- Form No. 6A: Fee Schedule
- Form No. 6B: Total Cost
- Form No. 7: Affidavit of Compliance
- Form No. 8: Certification Regarding Potential Conflicts of Interest
- Executed Addenda (If Applicable)

**13.2 To be provided prior to the issuance of a contract:**

- Business License
- Certificate of Insurance (COI) naming the City of Springfield as additional insured. **NOTE:** COI shall identify the **SAME** legal entity company name as reflected on the respondent's W-9.
- W-9 (new vendor only). **NOTE:** W-9 shall identify the **SAME** legal entity company name as reflected on the awarded respondent's Certificate of Insurance (COI).
- Work Authorization Affidavit, E-Verify Signature page.

**13.3 All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified on the front cover page of this solicitation. If your business is exempt, the exemption number should be referenced in lieu of a charter number. This information should be completed at the time of bid submittal and shall be required prior to award. To register with the Missouri Secretary of State, please consult: <https://bsd.sos.mo.gov/BusinessEntity/BESearch.aspx?SearchType=0>**

**13.4 Respondents legal entity company name must be identified the SAME on their W9 and Certificate of Insurance (COI).**



**14.0 SAMPLE CONTRACT:** The City has included with this RFP a sample contract for the services requested. This sample is provided for illustrative purposes only. The City reserves the right to submit a contract which differs from the following example:



City of Springfield  
Division of Purchases  
218 E Central (65802)  
PO Box 8368  
Springfield, MO 65801-8368  
Ph. 417 864-1620  
Fax 417-864-1927

Service Provider  
Company Name  
Attn: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Ph. \_\_\_\_\_  
Fax \_\_\_\_\_

**THIS CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Springfield, a municipal corporation of the State of Missouri, hereinafter referred to as the "City" with an office located at 218 E Central, Springfield, Missouri 65802 and \_\_\_\_\_, a company in the State of \_\_\_\_\_, hereafter referred to as "Service Provider."

**WITNESSETH:**

**THAT WHEREAS**, the City of Springfield desires to engage the Service Provider to provide Internal Auditing Services described in Request for Proposal #009-2020 which is attached hereto and incorporated herein as **EXHIBIT A**; and

**WHEREAS**, the Service Provider submitted a proposal and said proposal is attached hereto and incorporated herein as **EXHIBIT B**; and

**WHEREAS**, City desires to engage Service Provider to perform such services.

**NOW, THEREFORE**, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

1. City employs Service Provider to perform the services hereinafter set forth.
2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider's profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Contract as if set forth in full herein: City's Request for Proposal No. 009-2020 hereinafter **EXHIBIT A**, and the Service Provider's Response to the RFP, hereinafter **EXHIBIT B**. Where the terms of the RFP or the Service Provider's Response to the RFP conflict, the terms of **EXHIBIT A** shall control.
3. Amount Not to Exceed. It is expressly understood that in no event will the total compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses, exceed the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider's fees for additional services shall be billed on an hourly basis at Service Provider's current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.

4. The term of this Contract shall be for a one (1) year period from \_\_\_\_\_ through \_\_\_\_\_. The City may at its option renew the Contract up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 009-2020; section 15.0; Renewal Option. All pricing identified on the pricing page shall be in effect for the stated contract term.

5. This Contract may be executed and delivered by the parties electronically, and fully executed electronic versions of the contract instrument, or reproductions thereof, will be deemed to be original counterparts.

6. This contract shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

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

#### **CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefore.

\_\_\_\_\_  
David Holtmann, Director of Finance  
or  
Acting Director of Finance

\_\_\_\_\_  
Date

#### **APPROVED AS TO FORM**

\_\_\_\_\_  
City Attorney or Assistant City Attorney

\_\_\_\_\_  
Date

#### **SERVICE PROVIDER**

By: \_\_\_\_\_  
Company Authorized Signature      Date

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

#### **CITY OF SPRINGFIELD, MISSOURI**

By: \_\_\_\_\_  
Ben Calia, CPPB, City Purchasing Agent      Date  
Or Acting Purchasing Agent

**15.0 RENEWAL OPTION:**

- a. The City reserves the right to negotiate this contract for four (4) additional one-year renewal periods.
- b. If the service provider requests an increase in compensation for any renewal period, the service provider shall notify the Purchasing Division no less than sixty (60) days prior to the end of the contract period.
- c. All requested increases must be accompanied by justification acceptable to the City's Purchasing Agent to establish allowable renewal term pricing.
- d. Adjustments in cost at the beginning of each renewal period must be mutually agreed upon by both parties.
- e. The City's Purchasing Division staff conducting this solicitation shall notify the service provider in writing of the intent to exercise the renewal option. However, failure to notify the consultant does not waive the City's right to exercise the renewal option.

**16.0 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS:** To ensure fair consideration for all Offerors, the City prohibits communication to or with any department, board, or employee during the submission process, except as provided. Additionally, the City prohibits communications initiated by an Offeror to the City official(s) or employee(s) evaluating or considering the Proposals prior to the time a fully executed contract is in place. Any communication between Offeror and the City will be initiated by the appropriate City Official(s) or employee(s) in order to obtain information or clarification needed to develop a proper, accurate evaluation of the Proposal. Such communications initiated by an Offeror may be grounds for disqualifying the offending Offeror from consideration for award of the Proposal and/or any future Proposal(s).

16.1 Any questions relative to interpretation of specifications or the Proposal process shall be addressed to the Buyer in writing, in ample time before the period set for the receipt and opening of Proposals. No inquiries, if received after the deadline for final questions date listed in the Scope of Work, will be given any consideration. Any interpretation made to prospective Offerors will be expressed in the form of an addendum to the RFP which, if issued, will be conveyed in writing to all prospective Offerors by the City's response to question date listed in the Scope of Work.

16.2 It will be the responsibility of the Offeror to contact the Division of Purchases prior to submitting a Proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge addendum with the Proposal.

16.3 Successful Offeror will be notified electronically.

**17.0 CRITERIA FOR AWARD:** The Evaluation Committee will evaluate Proposals and a recommendation will be made to the Buyer. Each Proposal will be evaluated for full compliance with the RFP instructions to the Offeror and the mandatory terms and conditions set forth within the RFP. The objective of the evaluation will be to recommend the Offeror who is most responsive to the herein described needs of the City. Proposals which are responsive to this Request for Proposal will be evaluated based on, but not limited to the following criteria:

- 17.1 20 number of points for Evidence of Experience & References with Similar Projects (FORM 3)
- 17.2 30 number of points for Expertise of Firm/Provider Personnel (FORM 4)
- 17.3 20 number of points for Applicable Resources (FORM 1, 2, AND 5)
- 17.4 20 number of points for Project Approach (FORM 5)
- 17.5 10 number of points for Cost (FORM(S) 6 A, B) \*

\*On August 8, 2016, in General Ordinance 6301, City Council voted to amend the Springfield City Code, Chapter 2, Administration, Article VI, Finances, Division 2, Purchasing, Section 2-401, known as the Purchasing Manual, by amending Subsection 13-3.104.1. (D) to clarify the local preference provision and by deleting Subsections 13-3.105.2 and 13-3.105.3 to remove a conflicting local preference provision. This amendment specifies that when an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost. **Cost for points shall be calculated by the Purchasing Division.**

**ENCLOSURE I**  
**PROPOSAL RANKING SCORE SHEET**

**SCORING RANGES**

|                    | <u>30 Point Questions</u> | <u>20 Point Questions</u> | <u>10 Point Questions</u> |
|--------------------|---------------------------|---------------------------|---------------------------|
| Outstanding        | 25 – 30                   | 17 – 20                   | 9 – 10                    |
| Exceeds Acceptable | 19 – 24                   | 13 – 16                   | 7 – 8                     |
| Acceptable         | 13 – 18                   | 9 – 12                    | 5 – 6                     |
| Marginal           | 0 – 12                    | 0 – 8                     | 0 – 4                     |

|                  | <u>Evaluation Criteria</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <u>Maximum Points</u> | <u>Score</u> |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|
| 1.               | <p><b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b><br/> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>Familiarity and experience with similar projects</li> <li>Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>                                                                                                                                                                                                                                   | 20                    | _____        |
| 2.               | <p><b>Expertise of Firm/Provider Personnel (FORM 4)</b><br/> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>Project Manager</li> <li>Project team</li> <li>Sub-consultants (if applicable)</li> </ul>                                                                                                                                                                                           | 30                    | _____        |
| 3.               | <p><b>Applicable Resources (FORM 1, 2, AND 5)</b><br/> Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>                                                                                                                                                                                                                                             | 20                    | _____        |
| 4.               | <p><b>Project Approach (FORM 5)</b><br/> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>Roles of all involved parties clearly identified</li> <li>Familiarity with project location as evidenced by proposal (if applicable)</li> <li>Identify/recognize critical or unique issues specific to the project</li> <li>Adequacy of proposed communications process</li> <li>Unique approaches that have been successful elsewhere.</li> </ul> | 20                    | _____        |
| 5.               | <p><b>Cost (FORM(S) 6 A, B)</b><br/> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 10                    | _____        |
| Ranked By: _____ |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>TOTAL POINTS</b>   | _____        |
|                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | (100)                 |              |

**ENCLOSURE II**  
**INTERVIEW RANKING SCORE SHEET**

**SCORING RANGES**

|                    | <u>30 Point Questions</u> | <u>20 Point Questions</u> | <u>10 Point Questions</u> |
|--------------------|---------------------------|---------------------------|---------------------------|
| Outstanding        | 25 – 30                   | 17 – 20                   | 9 – 10                    |
| Exceeds Acceptable | 19 – 24                   | 13 – 16                   | 7 – 8                     |
| Acceptable         | 13 – 18                   | 9 – 12                    | 5 – 6                     |
| Marginal           | 0 – 12                    | 0 – 8                     | 0 – 4                     |

|    | <u>Evaluation Criteria</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Maximum Points</u> | <u>Score</u> |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|--------------|
| 1. | <p><b>Evidence of Experience &amp; References with Similar Projects (FORM 3)</b><br/> Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP?</p> <ul style="list-style-type: none"> <li>• Familiarity and experience with similar projects</li> <li>• Consider any sub-consultants to be used and their experience (if applicable)</li> </ul>                                                                                                                                                                                                                                           | 20                    | _____        |
| 2. | <p><b>Expertise of Firm/Provider Personnel (FORM 4)</b><br/> Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size:</p> <ul style="list-style-type: none"> <li>• Project Manager</li> <li>• Project team</li> <li>• Sub-consultants (if applicable)</li> </ul>                                                                                                                                                                                                 | 30                    | _____        |
| 3. | <p><b>Applicable Resources (FORM 1, 2, AND 5)</b><br/> Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP</p> <ul style="list-style-type: none"> <li>• Standard Quality Assurance/Quality Control program or procedures the firm has in place</li> <li>• Adequacy of proposed team/resources to complete project within proposed time frame</li> </ul>                                                                                                                                                                                                                                                     | 20                    | _____        |
| 4. | <p><b>Project Approach (FORM 5)</b><br/> Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5.</p> <ul style="list-style-type: none"> <li>• Project schedule and detailed approach is reasonable/responsive to City's needs</li> <li>• Roles of all involved parties clearly identified</li> <li>• Familiarity with project location as evidenced by proposal (if applicable)</li> <li>• Identify/recognize critical or unique issues specific to the project</li> <li>• Adequacy of proposed communications process</li> <li>• Unique approaches that have been successful elsewhere.</li> </ul> | 20                    | _____        |
| 5. | <p><b>Cost (FORM(S) 6 A, B)</b><br/> Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 10                    | _____        |

Ranked By: \_\_\_\_\_

**TOTAL POINTS**  
**(100)** \_\_\_\_\_

**ENCLOSURE III**  
**TABLE OF CONTENTS FOR SUBMITTAL**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

|    |                                                                                                                                                                                                                                                                                                                                                                                              |                  |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| A. | TITLE-SIGNATURE PAGE                                                                                                                                                                                                                                                                                                                                                                         | Page 1           |
| B. | TABLE OF CONTENTS:<br>Submit this page with page numbers provided.                                                                                                                                                                                                                                                                                                                           | Page 2           |
| C. | LETTER OF TRANSMITTAL:<br>Limit to four (4) pages; to be submitted on the provider's letterhead.<br>1. Concisely state the provider's understanding of the services required by the City.<br>2. Include additional relevant information not requested elsewhere in this RFP.<br>3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider. | Attachment       |
| D. | EXECUTED ADDENDA (if applicable)<br>The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.                                                                                                                                                                                                                               | Attachment       |
| E. | PROVIDER PROFILE:<br>Form No. 1 provided                                                                                                                                                                                                                                                                                                                                                     | Page 3           |
| F. | LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE:<br>Form No. 2 provided                                                                                                                                                                                                                                                                      | Page 4           |
| G. | EXPERIENCE/REFERENCES:<br>Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).                                                                                                                                                                                                                                                                 | Page ____ - ____ |
| H. | RESUMES OF KEY PERSONNEL:<br>Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).                                                                                                                                                                                                                                                              | Page ____        |
| I. | PROJECT APPROACH NARRATIVE:<br>Form No. 5 provided (This form must be signed and dated).                                                                                                                                                                                                                                                                                                     | Page ____ - ____ |
| J. | COST:<br>Form(s) provided: 6A, 6B                                                                                                                                                                                                                                                                                                                                                            | Page ____        |
| K. | AFFIDAVIT OF COMPLIANCE<br>Form No. 7                                                                                                                                                                                                                                                                                                                                                        | Page ____        |
| L. | CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.)<br>Form No. 8                                                                                                                                                                                                                                                                                  |                  |
| M. | STATEMENT OF NO PROPOSAL<br>Form No. 9                                                                                                                                                                                                                                                                                                                                                       | Page ____        |
| N. | Affidavit, Work Authorization - Form provided<br>(Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000))                                                                                                                                                                                                                                  | Page ____        |
| O. | E-Verify Program's Memorandum of Understanding Electronic Signature Page<br>(Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))                                                                                                                                                                                                                             | Page ____        |

**FORM NO. 1: PROVIDER PROFILE**

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

1a. Provider /Firm is: ☐ National ☐ Regional ☐ Local

1b. Year Provider/Firm Established:

1c. Years of Experience providing RFP identified services/project for municipalities:

1d. Licensed to do business in the State of Missouri: ☐ Yes ☐ No

\*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.

1e. Principal contact information: Name, title, telephone number and email address:

1f. Address of office to perform work, if different from Item No. 1:

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:

3a. Has this Joint Venture previously worked together? ☐ Yes ☐ No

4. 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. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

6. 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.

7. Firm Background:

7a. Provide information on the firm's history of providing internal auditing services.

7b. The firm shall provide a profile, ownership structure and the number of years the firm has performed internal audit services.

7c. The firm shall disclose if they have undergone any mergers, acquisitions, sales or significant change in ownership in the last three (3) years.

7d. Provide details of any of any litigation, claims or disputes against the firm or subcontractors, its officers or principals over the last five (5) years.

**FORM NO. 2: KEY OUTSIDE CONSULTANTS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name & Address

Specialty/Role with this Project:

Worked with Lead Firm Before: \_\_\_\_ Yes \_\_\_\_ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**SUB-CONSULTANT #2**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_\_ Yes \_\_\_\_ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**SUB-CONSULTANT #3**

Name & Address

Specialty / Role with this Project:

Worked with Lead Firm Before: \_\_\_\_ Yes \_\_\_\_ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.



**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:

Completion Date (Actual or Estimated):

Project Owner's Name & Address:

Project Owner's Contact Person, Title & Telephone Number:

Estimated Cost (in Thousands) for Entire Project: \$

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$

Scope of Entire Project: (Please give quantitative indications wherever possible.)

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible.)

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title:
- b. Project Assignment:
- c. Name of Service Provider/Firm with which associated:
- d. Years' Experience:  
With this service provider/firm \_\_\_\_ other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:
- f. Current Registration(s):
- g. Other Experience & Qualifications relevant to the proposed project:

**FORM NO. 5: PROJECT APPROACH NARRATIVE**

Use this space to provide a detailed project approach including but not limited to:

- Provide a description of your firm's internal audit methodology and risk assessment process, including an example of the risk profile that would be developed from the risk assessment review.
- Identify the tools and technology utilized by the firm to increase the effectiveness of the internal audit function.
- Describe the process of selecting areas for review, starting with how areas are selected, how the audit will be conducted, the selection and gathering of data and communication with stakeholders throughout the process. Include a sample of the report that would be provided at the conclusion of the audit.
- Describe the way in which the firm will bring innovation through leadership and best practices that will enhance the performance for the internal audit function and ensure value to the City of Springfield.
- Identify and describe any anticipated potential internal audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

|                |       |
|----------------|-------|
| Company Name   |       |
| Address        |       |
| City/State/Zip |       |
| Telephone #    | Fax # |
| Tax ID No.     |       |

|                           |
|---------------------------|
| Authorized Person (Print) |
| Signature                 |
| Title                     |
| Date                      |
| Entity Type:              |

**FORM NO. 6A: "FEE SCHEDULE"**  
**SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

| PERSONNEL CLASSIFICATION | TYPICAL WORK TASKS | HOURLY BILLING RATES |
|--------------------------|--------------------|----------------------|
|                          |                    |                      |
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\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Telephone #                      Fax #

\_\_\_\_\_  
Tax ID No.

\_\_\_\_\_  
Authorized Person (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Entity Type:

**FORM NO. 6B: TOTAL COST**

Firms are requested to submit a pricing proposal detailing the projected cost on a not to exceed basis. The price proposal shall include the hours related to each major task and the hourly rate for each of the firm's staff that will be involved in the engagement. Travel expenses, if any, should be broken out and should also be quoted on a not to exceed basis.

| SCOPE OF WORK     | ESTIMATED HOURS | FEE       |
|-------------------|-----------------|-----------|
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|                   |                 |           |
| <b>TOTAL COST</b> |                 | <b>\$</b> |

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 Company Name

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 Address

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 City/State/Zip

---

 Telephone #

---

 Fax #

---

 Tax ID No.

---

 Authorized Person (Print)

---

 Signature

---

 Title

---

 Date

---

 Entity Type:



**FORM NO. 8      CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST**

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

**\*\*\*If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment.\*\*\***

Vendor certifies that (check all that apply):

1. \_\_\_\_ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
2. \_\_\_\_ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor.
3. \_\_\_\_ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. \_\_\_\_ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. \_\_\_\_ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

\_\_\_\_\_

**Vendor Certification:**

I certify the information above is true and accurate.

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

**Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.**

**FORM NO. 9 STATEMENT OF "NO PROPOSAL"**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON RFP NO. 009-2020 FOR INTERNAL AUDITING SERVICES FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW)

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW)

REMARKS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_



#### PART IV INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Recommendation for Award of the Contract to the Contractor and prior to the start of work. **All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as an additional insured and shall be accompanied by the policy's endorsements adding the City as an additional insured.** Such notices shall be sent via e-mail to [purchasingquotes@springfieldmo.gov](mailto:purchasingquotes@springfieldmo.gov) or faxed to: 417-864-1927, or mailed to:

City of Springfield, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below: Such policies shall name the City as an additional named insured with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/sovimunity.php>) as follows:

As of January 1, 2019, the minimum coverage for the insurance referred to herein shall be as set out below:

- A. Workers' Compensation:** Statutory coverage per R.S.Mo. 287.010 et seq  
**Employer's Liability: \$1,000,000.00**
- B. Commercial General Liability Insurance:** Including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million, Eight Hundred Sixty-Five Thousand, Three Hundred and Thirty Dollars (\$2,865,330.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty-Nine Thousand, Seven Hundred and Ninety-Nine Dollars (\$429,799.00)** for any one person in a single accident or occurrence. Contractor agrees that the proceeds of such Insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorney fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.
- C. Automobile Liability Insurance:** Covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million, Eight Hundred Sixty-Five Thousand, Three Hundred and Thirty Dollars (\$2,865,330.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Twenty-Nine Thousand, Seven Hundred and Ninety-Nine Dollars (\$429,799.00)** for any one person in a single accident or occurrence.
- D. Errors and Omissions Insurance:** The Contractor shall maintain a professional liability insurance policy in the amount of **\$1,000,000.00** and its terms shall be subject to the approval of the City. This policy shall remain in full force and effect for a period of one year after completion and acceptance by the City of the project.

- E. **Subcontracts:** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required by the City of Springfield as listed above. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks.
- F. **Notice:** The Contractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield. **The thirty (30) day cancellation notice is required to be identified on the submitted Certificate of Insurance (COI).**

**PART V**  
**STANDARD TERMS AND CONDITIONS**

- A. **Services.** The City agrees to engage the services of the Service Provider and the Service Provider agrees to perform the services hereinafter set forth in connection with projects described in the Request for Proposal in accordance with the standard of care, skill and expertise ordinarily used by other members of Service Provider's profession in performing similar services. No services shall be provided by Service Provider until this Contract has been fully executed.
- B. **Addition to Services.** The City may add to the Service Provider services or delete therefrom activities of a similar nature to those set forth in the request for proposal, provided that the total cost of such work does not exceed the total cost allowance as specified in the final contract document. The Service Provider shall undertake such changed activities only upon the direction of the City. All such directives and changes shall be in written form and prepared and approved by the City and shall be accepted and countersigned by the Service Provider.
- C. **Exchange of Data.** All information, data, and reports in the City's possession and necessary for the carrying out of the services related to this Contract, shall be furnished to the Service Provider without charge, and the parties shall reasonably cooperate in connection with this Contract.
- D. **Personnel.** The Service Provider represents that Service Provider will secure at Service Provider's own expense, all personnel required to perform the services called for under this Contract by Service Provider. Such personnel shall not be employees of or have any contractual relationship with the City except as employees or independent contractors of the Service Provider. All of the services required hereunder will be performed by the Service Provider or under Service Provider's direct supervision and all personnel engaged in the services shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
- E. **Costs not to Exceed.** The City of Springfield is limited by law with respect to the amount of money it can pay. Therefore, the City has established a fixed sum for this Contract which cannot be exceeded unless this Contract is amended in writing. The Service Provider providing services hereunder shall be required to keep track of the number of hours billable under this Contract at all times; and any work in excess of the fixed sum for this Contract shall not be eligible for payment. The Service Provider shall promptly notify the City if Service Provider anticipates that the Contract amount may be exceeded, in order to determine whether or not the City is prepared to increase the total compensation. The Service Provider shall establish a billing system documenting the amount of money remaining on the Contract which shall be shown in each incremental billing statement.
- F. **Conditioned upon acceptable performance.** Provided Service Provider performs the services in the manner set forth in Paragraph 1 hereof, the City agrees to pay the Service Provider in accordance with the terms set forth in the **Request for Proposal**, which shall constitute complete compensation for all services to be rendered under this Contract; provided, that where payments are to be made periodically to Service Provider for services rendered under this Contract, the City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely or satisfactory manner in accordance with the schedule and description of services set forth in the **Request for Proposal**.
- G. **Termination of Contract:**
- 1 **Termination for breach.** Failure of the Service Provider to fulfill Service Provider's obligations under this Contract in a timely and satisfactory manner in accordance with the schedule and description of services set forth in the Contract Parts shall constitute a breach of the Contract, and the City shall thereupon have the right to immediately terminate the Contract. The City shall give written notice of termination to the Service Provider by one of four different means: Facsimile

Transmission ("FAX") if Service Provider has a FAX number; U.S. Postal Service Mail; or by hand delivering a copy of the same to the Service Provider; or by electronic mail to the address identified on contract document; or may give notice by any combination of the above methods. The date of termination shall be the date upon which notice of termination is hand delivered to Service Provider or given by FAX or electronic mail, or the third day following mailing of the notice of termination, whichever first occurs. In the event of termination for breach, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Service Provider related to this Contract shall at the option of the City become its property, and the Service Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials; provided, that the Service Provider shall not be relieved of liability to the City for any damages sustained by the City by virtue of any such breach of the Contract by the Service Provider.

1a. **Attorney Fees:** In the event of any litigation arising from breach of this Contract, the City shall be entitled to recover from the Service Provider all reasonable costs incurred for such litigation, including staff time, court costs, attorney fees, and all other related expenses incurred in such litigation.

2. **Termination for Convenience.** The City shall have the right at any time upon 15 days' written notice to Service Provider to terminate and cancel this Contract, without cause, for the convenience of the City, and Service Provider shall immediately stop work upon issuance of such notice. In such event City shall not be liable to Service Provider except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Service Provider for the performance of the cancelled portions of the Contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Service Provider.
- H. **Confidentiality of Documents.** Any reports, data, design or similar information given to or prepared or assembled by the Service Provider under this Contract which the City requests to be kept as confidential shall not be made available to any individual or organization by the Service Provider without prior written approval of the City.
- I. **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.
1. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.**
  2. **This contractor and any authorized subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.**
- J. **Occupational License:** The Service Provider shall obtain and maintain an occupational license with the City of Springfield, Missouri, if required by City Code as well as any required state or federal license. The cost for this occupational license shall be borne by the Service Provider. No contract will be executed by the City until this occupational license has been obtained.
- K. **Nonresident/Foreign Service Providers.** The Service Provider shall procure and maintain during the life of this Contract:

1. If the Service Provider is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.; and
  2. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
- L. **General Independent Service Provider Clause.** This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Service Provider will be an independent contractor and not the City's employee for all purposes, including, but not limited to: the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Service Provider will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Service Provider's activities and responsibilities hereunder. The Service Provider agrees that it is a separate and independent enterprise from the City, that it has a full opportunity to find other work, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Contract shall not be construed as creating any joint employment relationship between the Service Provider and the City, and the City will not be liable for any obligation incurred by the Service Provider, including but not limited to unpaid minimum wages and/or overtime premiums.
- M. **City Benefits.** The Service Provider shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Workers' Compensation Program of the City.
- N. **Notices.** All notices required or permitted hereinunder and required to be in writing may be given by FAX, electronic mail (if to Service Provider), or by first class mail addressed to City or Service Provider at the addresses identified on the contract document. The date of delivery of any notice provided by mail shall be the date falling on the third day after the day of its mailing. The date of delivery of notice by FAX transmission or electronic mail (if to Service Provider) shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the location of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.
- O. **Jurisdiction.** This Contract and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this Contract be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
- P. **Delivery:** Time is of the essence of this project. If completion times are not met at the time agreed upon, the City reserves the right to cancel or to purchase elsewhere and hold Service Provider liable for any re-procurement costs.
- Q. **Invoices:** An invoice shall be submitted and shall show the purchase order number or contract number and contain full descriptive information of items or services furnished. All invoices must be received within one year of completion of project or receipt of goods by the City or any possible payment is forfeited.
- R. **Bankruptcy or Insolvency:** In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of Service Provider, or in the event of breach of any of the terms hereof including the warranties of the Service Provider, City may cancel this contract or affirm the contract and hold Service Provider responsible in damages.
- S. **Compliance with Applicable Laws:** The Service Provider warrants it has complied with all applicable laws, rules and

ordinances of the United States, or any state, municipality or any other governmental authority or agency in the provision of service covered by this contract, including but not limited to all provisions of the Fair Labor Standard Act of 1938, as amended. All applicable laws and Springfield City Code and Purchasing Manual will apply to any resulting contract, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations, Policies and Purchasing Manual. Service Provider agrees to comply with all applicable federal, state and local laws and rules and regulations applicable to the provision of services and products hereunder. Service Provider affirmatively states that payment of all local, state, and federal taxes and assessments issued to Service Provider has been made in full.

- T. **Interpretation of Contract And Assignments:** The contract shall be construed according to the laws of the State of Missouri. The contract, or any rights, obligations or duties hereunder may not be assigned by Service Provider without City's written consent or any attempted assignment without such consent shall be void.
- U. **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.
- V. **Assignment:** The Service Provider shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Service Provider from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this contract, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this contract, though City will attempt to so notify any such assignee.
- W. **Proprietary Information:** In accordance with the Missouri Sunshine Law, and except as may be provided by other applicable state and federal law, all Service Providers should be aware that Requests for Proposals and the responses thereto become open public records once a contract is negotiated or all proposals are rejected. However, Service Providers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. **Failure of Service Provider to cite specifically to the applicable law exempting disclosure under the Sunshine Law may result in disclosure of such information. Service Provider should identify any information as confidential and/or proprietary by stamping each page with such information "Confidential" and/or "Proprietary."** This requirement also applies to the electronic copy that is to be submitted.
- All Proposals received from Service Providers in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Service Providers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- X. **Non-Exclusive Contract:** The contract 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.



## ADDENDUM #1

**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
REQUEST FOR PROPOSAL (RFP) #009-2020  
INTERNAL AUDITING SERVICES**

**RETURN TO:**

Margaret Juarez, Buyer  
City of Springfield  
Division of Purchases  
218 E. Central  
Springfield, MO 65802

Date Issued: August 20, 2019  
Buyer's Email: [mjuarez@springfieldmo.gov](mailto:mjuarez@springfieldmo.gov)  
Telephone Number: 417-864-1621  
Fax Number: 417-864-1927

***DUE DATE REMAINS: FRIDAY, AUGUST 30, 2019 AT 3:00 P.M.***

The original **Request for Proposal #009-2020** for **INTERNAL AUDITING SERVICES** documents shall remain in effect except as revised by the following changes, which shall take precedence over anything to the contrary in the specifications.

**Please Note:** The format of this addendum document will detail questions asked, answers provided, clarifications and statements made and will be denoted as follows: Q = Question, A = Answer, C = Clarification and S = Statement

Q: Must we respond to all questions asked (even those with a long response) directly on the "Return This Page" provided in the RFP? Or may we put a response such as, "Please refer to page XX in the proposal for more information on XXX)" instead?

A: All "Return This Page" pages must be part of your proposal to achieve compliance, but additional pages may be used as necessary to complete your proposal.

Q: Can you estimate the number of audits or average number of hours per year?

A: We have been averaging 4 scheduled audits per year.

Q: What is the City's annual budget for internal audit services?

A: Our most recent budget was \$85,000 per year.

Q: Can you please share examples of prior year audit plans/risk assessments?

A: The most recent audit plan is attached as Attachment 1 - Audit Plan FY18. The prior audit plan was included in the press release found at this link: <https://www.springfieldmo.gov/civicalerts.aspx?aid=3577>

Q: Will preference be given to Springfield based firms or firms in the State of Missouri?

A: The bottom of page 19 in the RFP states: "When an RFP is evaluated, the score given to Offerors within the Springfield Metropolitan Statistical Area for the criteria of cost shall be increased by 10 percent of the total points possible for cost."

Q: Has the historical internal audit function only included conducting a minimum of three audits annually as indicated by the RFP document?

A: We have been averaging 4 scheduled audits per year.

Q: Can additional details be provided which indicates the number of internal audits completed annually?

A: A list of internal audits completed by the external firm is attached as Attachment 2 – Internal Audits Performed

Q: Does the City of Springfield have any internal auditors on staff that would be involved in the engagement?

A: The City of Springfield does not have any internal auditors on staff.

Q: If firm wins the internal audit work, will that firm be excluded from bidding on the City of Springfield external audit work when it goes out to bid?

A: The internal audit firm would not be excluded from bidding on the external audit work; however, the same firm could not perform both duties. If the internal audit firm was awarded the bid for the external work, we would require them to resign from the internal audit services.

Q: Would the City allow a firm to provide both internal audit and the external audit services?

A: No. The City would not allow the same firm to provide both internal and external audit services.

Q: We know from the AICPA's "AU Section 150" that generally accepted auditing standards (GAAS) and the supporting Statements on Auditing Standards are only applicable to audits of financial statements performed by independent CPA firms. Additionally, pursuant to Missouri Rev. Stat. § 326.256, an engagement to be performed in accordance with the Statements on Auditing Standards, which are GAAS, is defined as an attest engagement. Internal audits are non-attest engagements where no opinion is rendered by the auditor. Additionally, we reviewed several City of Springfield (the City) internal audit reports prepared by Rubin Brown as found on the City's website and found that previous internal audit reports have been disclosed as non-attest with no opinion rendered and thus not performed under GAAS. Considering these facts, why does the RFP mandate that work must be performed by an independent CPA firm under GAAS when an opinion cannot be rendered and GAAS cannot be applied to these engagements?

A: The City holds ourselves to the highest standards and as such has requested qualifications above the minimum required for internal audit engagements.

Q: What is the internal audit universe as of 2019? This would be a listing of all areas to be audited at some point whether last year, this year or planned for next year.

A: Please see the audit plan and the list of internal audits performed.

Q: The RFP states that an internal audit risk assessment is to be performed which will guide the new internal audit universe and determine frequency and timing of individual audit units. Does the City know at this time of any existing audit units from the internal audit universe that it expects will remain on the audit rotation? If so, will the City share which audit units those are and whether they should be proposed on individually?

A: There are not audit units that should be proposed on individually. When the services are awarded, City staff will work with the internal audit firm to determine what, if any, changes should be made to the current audit plan and the audit universe going forward.

Q: Approximately how many hours of internal audit work (or perhaps in number of audit units as an alternative measure) does the City expect to be completed each audit plan year?

A: We have been averaging 4 scheduled audits per year.

Q: How many audits have been and are scheduled to be completed for the 2019 audit plan year?

A: There are 4 audits scheduled for fiscal year 2020. The first audit is underway.

Q: When does the City expect to begin the risk assessment process upon announcement of the winning bid? Late 2019 or first quarter of 2020?

A: The timing would depend on when the contract is finalized with the winning bidder.

Q: Are there known specific periods of time that the City prefers that no internal audits are performed by the winning firm? If so, will the City share those blocks of time?

A: There are not specific periods of time that are blocked from internal audits being performed. Once the audit plan is established, we do occasionally swap audits if necessary to accommodate the City schedule. For example, an audit that involved the Budget and Evaluation staff would not be conducted during the busiest budget months; however, another audit could easily be performed in that same time frame.



- Q: Does the City have a preferred date for when the audits planned for the 2020 audit plan year are all completed by?
- A: We typically schedule one audit per quarter. In general, the audit for the previous quarter should be completed before the next audit is scheduled to begin.
- Q: Has the outsourced internal audit provider assisted the financial statement audit in any manner over the last few years from the perspective of providing documentation to be relied upon by the financial statement auditor?
- A: No. The external audit firm reviews the audit reports issued by the internal auditor. No assistance is provided.
- Q: Does the City expect all fieldwork/testing to be performed onsite at City facilities or may the winning firm perform only necessary aspects of the audit(s) onsite and other aspects remotely?
- A: The City expects fieldwork and testing to be performed in the most efficient and effective ways possible. Some aspects of the audit may be performed remotely; however, we expect City records to be reviewed onsite and essential interviews conducted in person.
- Q: Are the users of the issued internal audit reports limited to employees of the City or are there any regulatory bodies outside of the City that are expected to read/use the reports?
- A: The internal audit reports are considered public documents and are posted to the City's website upon their issuance.
- Q: Who (title of person) would be the liaison with the City to whom the winning firm reports and plans all internal audit activities?
- A: The Assistant Director of Finance serves as the primary liaison for the internal audit team along with the Director of Finance. The internal auditors report to the Finance and Administration Committee of City Council.
- Q: Form No 1: Provider Profile – Question #2 "Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided:" Can the City please clarify what it means by the terminology "persons by discipline"?
- A: Please indicate if there are specific persons assigned to specific areas such as audit, IT, data analytics, etc. On Form 6A, there is a place to break out partner, manager, and audit staff classifications.
- Q: What fees have been charged for these services annually over the last three years?
- A: Fiscal year 2017               \$85,000 budgeted; \$84,929 charged  
 Fiscal year 2018               \$85,000 budgeted; \$84,991.09 charged  
 Fiscal year 2019               \$97,000 budgeted (\$85,000 for scheduled audits and \$12,000 for an additional audit added by request of City); \$96,948.24 charged
- Q: Have there been any known instances of fraud in the City in the past year?
- A: No.
- Q: Does the City have a fraud or ethics hotline? If so, does the Internal Audit service provider monitor the hotline and investigate allegations?
- A: The City has a compliance hotline. It is currently handled by BKD Integra Report. The internal audit service provider does not monitor the hotline or investigate allegations.
- Q: Will the prior risk assessments be available to the selected firm?
- A: The City will work with the current firm to provide a smooth transition.
- Q: Will the prior audit plans be available to the selected firm?
- A: The most recent audit plan is available as part of the addendum to the RFP. The prior audit plan was included in the press release found at this link: <https://www.springfieldmo.gov/civicalerts.aspx?aid=3577>
- Q: What are some of the key risks identified in prior risk assessments?
- A: A list of audits performed as well as the most recent audit plan is available as part of the addendum to the RFP. The prior audit plan was included in the press release found at this link: <https://www.springfieldmo.gov/civicalerts.aspx?aid=3577>  
 All audit reports are available on the City's website at the following link: <https://www.springfieldmo.gov/2829/Open-Data>
- Q: Are there any areas of City government excluded from audit?
- A: No. All areas are subject to audit.

Q: Does the agreement with the prior auditor (Rubin Brown) allow us access to review their audit workpapers?

A: The City will work with the current firm to provide a smooth transition.

Q: Has there been a review of IT in the past? If so, were there areas noted that were of greater risk that need to be considered as part of the risk assessment?

A: An audit of IT general controls was completed in April 2016. The complete audit can be located at the link listed above. A second audit of IT general controls is currently in process.

Q: Does the scope of the review include coverage of IT systems used by the City? If so, how many critical applications support the City? What are the primary computer applications using including the supporting databases and operating systems?

A: An audit of IT general controls was completed in April 2016. The complete audit can be located at the link listed above.

Q: Does the City have need for any construction audit services on capital projects?

A: We do not have a need for construction audit services at this time.

Q: Is the City interested in options to revisit the highest risk areas through data analysis follow-up reviews after initial full-scale reviews?

A: We have follow-up audits scheduled every two years.

Q: Has follow-up on previous report recommendations occurred recently? If not, would follow-up on prior report recommendations be considered for a first audit?

A: A follow-up was performed in June 2019. We have follow-ups scheduled every two years.

Q: Typically, Oracle systems allow the opportunity to creating re-performable data analytic audits. Is the City currently performing anything like this? If not, should this be considered in the audit approach?

A: We are not currently performing data analytic audits. We would be happy to discuss data analysis opportunities with the internal audit firm selected.

#### **ACKNOWLEDGEMENT**

Each bidder shall acknowledge receipt of this Addendum #1 of Request for Proposal #009-2020, titled INTERNAL AUDITING SERVICES with his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

#### **CERTIFICATION BY BIDDER:**

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

# City of Springfield

## Fiscal Year 2018 – 2021 Internal Audit Plan

|                     | FY 2018                                              | FY 2019                                             | FY 2020                                     | FY 2021                    |
|---------------------|------------------------------------------------------|-----------------------------------------------------|---------------------------------------------|----------------------------|
| Q1<br>Jul –<br>Sept | Municipal<br>Courts                                  | Police<br>Operations                                | IT General<br>Controls                      | Purchasing                 |
| Q2<br>Oct –<br>Dec  | Privacy and PII                                      | Art Museum<br>Operations                            | Cash Collections<br>and Applications        | Airport<br>Operations      |
| Q3<br>Jan –<br>Mar  | Fee Study<br>Process                                 | Loan Programs<br>and Federal<br>Grant<br>Processing | Risk Management                             | Risk Assessment<br>Refresh |
| Q4<br>Apr –<br>Jun  | Month End<br>Close and<br>Account<br>Reconciliations | Follow Up<br>(2016-2018)                            | System Access<br>(Segregation of<br>Duties) | Follow Up<br>(2018-2020)   |

City of Springfield, MO  
Internal Audits Completed by External Firm  
As of August 16, 2019

| <u>Fiscal Year</u> | <u>Audit Title</u>                                 | <u>Date</u>   |
|--------------------|----------------------------------------------------|---------------|
| 2014               | Cash Collections and Application Risk Review       | February 2014 |
| 2015               | Southwest Treatment Plant – Purchasing Card Review | November 2014 |
| 2015               | Purchasing Card Risk Review                        | December 2014 |
| 2015               | System Access and Segregation of Duties Review     | April 2015    |
| 2016               | Payroll Risk Review                                | July 2015     |
| 2016               | Purchasing Internal Audit                          | December 2015 |
| 2016               | Public Works Internal Audit                        | February 2016 |
| 2016               | Information Technology General Controls            | April 2016    |
| 2016               | Parks Department Internal Audit                    | June 2016     |
| 2017               | Follow Up for Audits Performed 2014-2016           |               |
| 2017               | Accounts Payable and Cash Disbursements            | December 2016 |
| 2017               | Cashier Operations                                 | March 2017    |
| 2018               | Municipal Court Operations                         | August 2017   |
| 2018               | Personally Identifiable Information                | November 2017 |
| 2018               | Fee Study Process                                  | February 2018 |
| 2018               | Financial Month End Close                          | May 2018      |
| 2019               | Police Operations                                  | August 2018   |
| 2019               | Springfield Art Museum Operations                  | December 2018 |
| 2019               | Loan Programs and Grant Processing                 | March 2019    |
| 2019               | Health Department HIPAA Internal Controls*         | March 2019    |
| 2019               | Follow Up for Audits Performed 2015-2018           | June 2019     |

\* This audit was not part of the original audit plan. It was added by request of the City for an additional cost.



**CITY OF SPRINGFIELD, MISSOURI  
DIVISION OF PURCHASES  
218 E. CENTRAL  
SPRINGFIELD, MO 65802**

Buyer: Margaret Juarez  
Email: mjuarez@springfieldmo.gov  
Phone: (417) 864-1621 Fax: (417) 864-1927

## **REQUEST FOR PROPOSALS (RFP) #009-2020**

The City of Springfield will accept delivered proposals from qualified persons or firms interested in providing the following:

### **INTERNAL AUDITING SERVICES**

#### **IN ACCORDANCE WITH THE ATTACHED SCOPE OF SERVICES**

**PROPOSALS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO THE CLOSING DATE OF AUGUST 30, 2019, AT 3:00 PM CST.**

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

**Proposers are to submit all pages of this RFP identified with "RETURN THIS PAGE" stated on the bottom right corner of said pages. Failure to do so shall render your proposal non-responsive.**

The undersigned certifies that he/she has the authority to bind this company in a contract to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

**Respondent is REQUIRED to complete, sign and return this form with their submittal.**

**NOTE: All businesses doing business in the State of MO should be registered with the Missouri Secretary of State. Upon MO registration, a charter number is issued and should be identified below. If your business is exempt, the exemption number should be referenced below, in lieu of a charter number.**

Company Name **BKD CPA & Advisors**

Authorized Person (Print) **Angela R. Morelock**

910 East Saint Louis Street, Suite 200

*Angela Morelock*

Address

Signature

Springfield, MO 65801

Partner

City/State/Zip

Title

417.865.8701

417.865.0682

August 30, 2019

44-0160260

Telephone #

Fax #

Date

Tax ID #

amorelock@bkd.com

Limited Liability Partnership

E-mail

Entity Type

PL0012662

Missouri Charter Number or Exemption Number

**ENCLOSURE III**  
**TABLE OF CONTENTS FOR SUBMITTAL**

The following table sets forth the specific items to be addressed in the proposal. Respondents are requested to use this page with their proposal and with the corresponding page numbers indicated on the information submitted within their proposal:

|    |                                                                                                                                                                                                                                                                                                                                                                                              |            |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| A. | TITLE-SIGNATURE PAGE                                                                                                                                                                                                                                                                                                                                                                         | Page 1     |
| B. | TABLE OF CONTENTS:<br>Submit this page with page numbers provided.                                                                                                                                                                                                                                                                                                                           | Page 2     |
| C. | LETTER OF TRANSMITTAL:<br>Limit to four (4) pages; to be submitted on the provider's letterhead.<br>1. Concisely state the provider's understanding of the services required by the City.<br>2. Include additional relevant information not requested elsewhere in this RFP.<br>3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider. | Attachment |
| D. | EXECUTED ADDENDA (if applicable)<br>The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.                                                                                                                                                                                                                               | Attachment |
| E. | PROVIDER PROFILE:<br>Form No. 1 provided                                                                                                                                                                                                                                                                                                                                                     | Page 3     |
| F. | LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE:<br>Form No. 2 provided                                                                                                                                                                                                                                                                      | Page 4     |
| G. | EXPERIENCE/REFERENCES:<br>Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).                                                                                                                                                                                                                                                                 | Page 5-8   |
| H. | RESUMES OF KEY PERSONNEL:<br>Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).                                                                                                                                                                                                                                                              | Page 9-17  |
| I. | PROJECT APPROACH NARRATIVE:<br>Form No. 5 provided (This form must be signed and dated).                                                                                                                                                                                                                                                                                                     | Page 18-25 |
| J. | COST:<br>Form(s) provided: 6A, 6B                                                                                                                                                                                                                                                                                                                                                            | Page 26-27 |
| K. | AFFIDAVIT OF COMPLIANCE<br>Form No. 7                                                                                                                                                                                                                                                                                                                                                        | Page 28    |
| L. | CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.)<br>Form No. 8                                                                                                                                                                                                                                                                                  | Page 29    |
| M. | STATEMENT OF NO PROPOSAL<br>Form No. 9                                                                                                                                                                                                                                                                                                                                                       | Page 30    |
| N. | Affidavit, Work Authorization - Form provided<br>(Must be signed, notarized and submitted prior to the issuance of a contract-if applicable (over \$5,000))                                                                                                                                                                                                                                  | Page 31    |
| O. | E-Verify Program's Memorandum of Understanding Electronic Signature Page<br>(Must be submitted prior to the issuance of a contract-if applicable (over \$5,000))                                                                                                                                                                                                                             | Page 32    |

## C. Letter of Transmittal

August 30, 2019

Margaret Juarez  
Buyer  
City of Springfield, Missouri  
218 E. Central  
Springfield, MO 65802

Dear Ms. Juarez:

Amid increasingly complex risk management expectations for municipalities, the ability to build strong financial and operational controls, effectively safeguard confidential information and prevent fraud is critical. The City of Springfield, Missouri (City of Springfield) needs to maintain a strong reputation with the taxpayers, and having a qualified, experienced internal audit service provider at your side can help you do just that.

We understand the City of Springfield is seeking information and a fee quote for outsourced internal audit services. While internal audits may look alike on paper, identifying meaningful operational improvements and implementing true change requires more than reading findings on a report. As you will note throughout our proposal, BKD CPAs & Advisors brings together a team of experienced professionals committed to going beyond a check-the-box approach. Beyond these areas, here are a few reasons why we believe we are the right choice:

- ▶ **Deep Expertise** – Our seasoned professionals have a broad spectrum of experience gained from decades of providing services for numerous public sector entities. We have hundreds of knowledgeable, attentive professionals who specialize in a vast array of complex industry issues.
- ▶ **Quantifiable Value** – As evidenced by our inclusion in the **INSIDE Public Accounting Best of the Best Firms** list for the last nine years, BKD offers long-term consistency, proven performance and a national network of support and resources. BKD is large enough to help the City of Springfield address a variety of financial issues. At the same time, we pride ourselves on hard work and low overhead, which keep our fees competitive. With our reputation, size, service and experience, you can consider us a good value.
- ▶ **The Expertise You Need, Close to Home** – There's a certain level of comfort and confidence knowing your service provider is just around the corner. Springfield has been home to BKD since 1948. Our roots run deep here, and we have developed strong professional relationships in this community. Your proposed core team is conveniently based in Springfield and supplemented as necessary with expertise from other BKD markets.

- ▶ **A Tailored Solution**— A one-size-fits-all approach to your internal audit probably isn't what's best for the City of Springfield. Our goal is to deliver clear, actionable insights that can help the City of Springfield identify potential areas of concern and develop realistic strategies to strengthen your risk management practices.
- ▶ **Principled Innovation** – It is important to work with forward-thinking advisors who can bring outside-the-box ideas that improve results. When it comes to delivering internal audit services, we routinely incorporate cutting-edge big data and analytics techniques to enhance the efficiency of our procedures. This can help the City of Springfield stay ahead of the curve on new technology and find innovative ways to obtain additional perspective from your internal audit function.

As a partner and a managing director of the firm, Angela Morelock and Shauna Woody-Coussens are authorized to represent and contractually bind BKD. We believe our proposal will help you select our firm for timely, efficient and objective services delivered by experienced professionals. We will make ourselves available to answer questions you may have about this proposal, and you may reach us with the contact information provided below.

Sincerely,



Angela R. Morelock, CPA, ABV, CFE, CFF  
Partner  
417.865.8701  
[amorelock@bkd.com](mailto:amorelock@bkd.com)



Shauna Woody-Coussens, CFE  
Managing Director  
816.701.0250  
[swoodycoussens@bkd.com](mailto:swoodycoussens@bkd.com)



## D. Executed Addenda

For your convenience, we have structured our proposal according to the requirements in your RFP. We believe our proposal will demonstrate our qualifications to serve City of Springfield.

INFORMATION CONTAINED IN BKD'S RFP RESPONSE, WHICH IT ASSERTS AS CONFIDENTIAL, IS EITHER BUSINESS AND/OR PROPRIETARY TRADE SECRET INFORMATION NOT SUBJECT TO DISCLOSURE AS SET FORTH IN THE STATE OF MISSOURI SUNSHINE LAW. SUCH CONFIDENTIAL INFORMATION HAS INDEPENDENT ECONOMIC VALUE TO BKD, IS NOT REASONABLY ASCERTAINABLE BY THIRD PARTIES AND IS THE SUBJECT OF REASONABLE EFFORTS BY BKD TO MAINTAIN ITS SECRECY AND/OR CONFIDENTIALITY. SUCH INFORMATION WITHIN THIS PROPOSAL SHALL BE DESIGNATED WITH THE WORD "CONFIDENTIAL" IN ACCORDANCE WITH THE RFP REQUIREMENTS.

- Q: Does the agreement with the prior auditor (Rubin Brown) allow us access to review their audit workpapers?  
A: The City will work with the current firm to provide a smooth transition.
- Q: Has there been a review of IT in the past? If so, were there areas noted that were of greater risk that need to be considered as part of the risk assessment?  
A: An audit of IT general controls was completed in April 2016. The complete audit can be located at the link listed above. A second audit of IT general controls is currently in process.
- Q: Does the scope of the review include coverage of IT systems used by the City? If so, how many critical applications support the City? What are the primary computer applications using including the supporting databases and operating systems?  
A: An audit of IT general controls was completed in April 2016. The complete audit can be located at the link listed above.
- Q: Does the City have need for any construction audit services on capital projects?  
A: We do not have a need for construction audit services at this time.
- Q: Is the City interested in options to revisit the highest risk areas through data analysis follow-up reviews after initial full-scale reviews?  
A: We have follow-up audits scheduled every two years.
- Q: Has follow-up on previous report recommendations occurred recently? If not, would follow-up on prior report recommendations be considered for a first audit?  
A: A follow-up was performed in June 2019. We have follow-ups scheduled every two years.
- Q: Typically, Oracle systems allow the opportunity to creating re-performable data analytic audits. Is the City currently performing anything like this? If not, should this be considered in the audit approach?  
A: We are not currently performing data analytic audits. We would be happy to discuss data analysis opportunities with the internal audit firm selected.

**ACKNOWLEDGEMENT**

Each bidder shall acknowledge receipt of this Addendum #1 of Request for Proposal #009-2020, titled INTERNAL AUDITING SERVICES with his/her signature affixed hereto, and shall submit this Addendum and any attachments provided herein with their original bid submittal.

**CERTIFICATION BY BIDDER:**

SIGNATURE: Angela Maulsach  
TITLE: Managing Partner  
COMPANY: BKD, LLP  
DATE: August 30, 2019

## E. Provider Profile

### FORM NO. 1: PROVIDER PROFILE

RFP # 009-2020

1. Lead Service Provider/Firm(s) (or Joint Venture) Name and Address:

*BKD CPAs & Advisors, 910 E. St. Louis St., Springfield, MO 65801*

1a. Provider /Firm Is: ☒ National ☐ Regional ☐ Local

1b. Year Provider/Firm Established: 1923

1c. Years of Experience providing RFP Identified services/project for municipalities: *Nearly 50 years*

1d. Licensed to do business in the State of Missouri: ☒ Yes ☐ No

\*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. *BKD is properly licensed to practice public accounting in the state of Missouri. All key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Missouri.*

1e. Principal contact information: Name, title, telephone number and email address:

*Angela Morelock, Partner, 417.865.8701, amorelock@bkd.com*

1f. Address of office to perform work, if different from Item No. 1: *Same as above*

2. Please list the number of persons by discipline that your Firm/Joint Venture will commit to the City's project or the services to be provided: *1 Managing Partner, 1 Managing Director, 2 Directors, 1 Senior Consultant II, 1 Senior Consultant, and other staff as needed.*

3. If submittal is by Joint Venture or utilizes subcontractors, list participating firms / providers and outline specific areas of responsibility (including administrative, technical, and financial) for each firm: *Not applicable*

3a. Has this Joint Venture previously worked together? ☐ Yes ☐ No *Not applicable*

4. 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. *BKD is independent with respect to the City of Springfield, Missouri, as defined by the Code of Professional Conduct of the American Institute of CPAs (AICPA) and the United States Government Accountability Office's Government Auditing Standards. We are not aware of any relationship that would impair our independence.*

5. The firm shall list and describe the firm's professional relationships involving the City or any of its agencies, component units or oversight unit for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. *BKD currently provides IntegraReport services to the City of Springfield and performed single audit services for the City from 2012 to 2015. In addition, we have performed tax services and audit services for City Utilities in 2018 and 2019, audit services for the firefighters/police pension fund in 2015, and internal assessments for Springfield Public School System in 2018 and 2019. No relationship exists that would constitute a conflict of interest relative to performing the proposed audit.*

6. 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. *BKD will provide written notice to the City's audit committee if any professional relationships are entered into that would compromise our independence.*

7. Firm Background:

7a. Provide information on the firm's history of providing internal auditing services.

*For much of our history, internal auditing services has been a part of the services we provide. BKD has significant experience offering objective internal audit services to clients. We have internal audit experience with clients in a wide range of industries, including local government.*

7b. The firm shall provide a profile, ownership structure and the number of years the firm has performed internal audit services.

*BKD is a registered limited liability partnership under Missouri law. We are one of the largest national CPA and advisory firms in the United States. BKD has been providing internal audit services for nearly 20 years.*

7c. The firm shall disclose if they have undergone any mergers, acquisitions, sales or significant change in ownership in the last three (3) years.

*In the last 3 years, BKD has undertaken the following acquisitions: Denver-based firm Paragon Audit & Consulting, Inc.; a portion of Grant Thornton LLP, Wichita audit/tax practice; Fort Worth-based firm Rylander, Clay & Opitz, LLP; New York City-based firm Loeb & Troper LLP; Austin-based firm Teegardin & Associates CPAs; and Salt Lake City-based firm Stayner Bates P.C. BKD does not anticipate any near-term changes in our basic ownership and/or management structure.*

7d. Provide details of any of any litigation, claims or disputes against the firm or subcontractors, its officers or principals over the last five (5) years.

*BKD's emphasis on quality has rewarded the firm with an excellent track record regarding claims related to professional services. Underwriters of professional liability insurance for accounting firms have informed us that we have one of the best litigation histories in the accounting profession. To avoid litigation, BKD maintains an extensive risk management program addressing a multitude of issues ranging from client acceptance to final working paper and financial statement review. Yet, as with any firm our size, the firm does experience litigation from time to time. Details of litigation cannot be disclosed pursuant to confidentiality agreements; however, the results of litigation have never been material to the firm. Currently, there is no substantial litigation outstanding.*

## F. List of Outside Key Consultants/Associates or Agencies that Will Be Used for the City's Service

RFP # 009-2020

**FORM NO. 2: KEY OUTSIDE CONSULTANTS**

Each respondent must complete this form for all proposed sub-consultants.

**SUB-CONSULTANT #1**

Name &amp; Address

Specialty/Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**SUB-CONSULTANT #2**

Name &amp; Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

**SUB-CONSULTANT #3**

Name &amp; Address

Specialty / Role with this Project:

Worked with Lead Firm Before: ☐ Yes ☐ No

Year Firm Established:

- Years of experience providing internal auditing services:
- Complete Form 4 for all key personnel assigned to this project for this sub-consultant.

## G. Experience/References

Our clients are our best ambassadors, and we encourage you to contact them about their satisfaction with our services. The following clients have consented to discuss BKD's services with you at your convenience.

### Reference 1

RFP # 009-2020

#### FORM NO. 3: EXPERIENCE/REFERENCES

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:  
Springfield Public Schools  
Springfield, Missouri

Completion Date (Actual or Estimated): *Ongoing outsource of internal audit function. We are in our 4th year of filling this role.*

Project Owner's Name & Address:  
Springfield Public Schools  
The School District of Springfield, R-12  
1359 E. St. Louis Street  
Springfield, Missouri 65802

Project Owner's Contact Person, Title & Telephone Number:  
Carol Embree, Deputy Superintendent-Operations  
417.569.4302

Estimated Cost (in Thousands) for Entire Project: \$ \$85,000 to \$100,000 per year

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: \$ *None of our work has been outsourced or subcontracted.*

Scope of Entire Project: (Please give quantitative indications wherever possible.)  
*Outsource of internal audit function, consisting of annual risk assessment refresh, 3-4 internal audit projects per year, assessment of prior year progress on recommendations and setting of the next year's internal audit plan in collaboration with the Board of Education. For each of the 3-4 audits, the risk assessment and the formulation of the audit plan, we meet in closed session to discuss our draft report with the board then present that report in public session when finalized.*

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible.)  
*None of our work has been outsourced or subcontracted.*

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:  
Angela Morelock, Engagement Executive  
Sam Schriver, Engagement In-Charge, Project Management  
Sam Beck, Engagement Staff

## Reference 2

RFP # 009-2020

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

**Project Name & Location:**

*The State of Indiana, Bureau of Motor Vehicles  
Indianapolis, Indiana*

Completion Date (Actual or Estimated): *May 2015*

**Project Owner's Name & Address:**

*The State of Indiana, Bureau of Motor Vehicles  
Indiana Government Center North  
100 North Senate Avenue, Room N400  
Indianapolis, IN 46204*

**Project Owner's Contact Person, Title & Telephone Number:**

*Peter Lacy, Commissioner  
317.234.6846*

Estimated Cost (In Thousands) for Entire Project: *\$ 465,000*

Estimated Cost (In Thousands) for work performed by responsible Service Provider/Firm: *\$ None of our work has been outsourced or subcontracted.*

**Scope of Entire Project: (Please give quantitative indications wherever possible.)**

*BKD was engaged to conduct an operational assessment at the Bureau of Motor Vehicles (BMV), which is Indiana's second largest state agency. The BMV was made aware of transactional inaccuracies that had resulted in both undercharges and overcharges to Indiana residents spanning a number of years. BKD was engaged to assist the agency with identifying the root cause of the errors. To do so, we conducted an agency-wide risk assessment which included all areas of operations, finance, IT, regulatory, interagency processes and third-party vendors. This allowed us to develop a more focused and effective project scope and procedures. We then identified all processes related to the assignment of fees and taxes and assessed the design and effectiveness of controls. As a result of our efforts, 34 issues were identified in our report to the Commission. Due in part to our recommendations, the Indiana General Assembly rewrote and streamlined the administrative code associated with the fees and taxes. The recodification was signed into law by the governor in March 2016. Subsequently, we assisted the agency with implementation of an internal audit function, which remains in place today. The BMV was responsible to repay \$62M to Indiana drivers as a result of the transactional error.*

*To provide additional perspective on the complexity of the engagement, we provide the following metrics:*

- *An estimated \$470M in fees and \$500M in excise, wheel and surtaxes are processed annually.*
- *At the time of our review, the BMV had 132 operational branches within 92 counties.*
- *BMV annual transactional counts:*
  - *12.5M total transactions*
  - *7.4M vehicle registrations*
  - *2.2M license plates issued*
  - *2.1M vehicle titles*
  - *2M calls are received and processed at their Contact Center*

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible.)**

*BKD was responsible for all segments of the 2,600-hour engagement, including project management and oversight.*

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:

*Christie Clements, Engagement Executive*

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## Reference 3

RFP # 009-2020

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

**Project Name & Location:**

*Bi-State Development D/B/A Metro  
St. Louis, Missouri*

**Completion Date (Actual or Estimated):** *August 2017*

**Project Owner's Name & Address:**

*Bi-State Development D/B/A Metro  
One Metropolitan Square  
211 North Broadway, Suite 700  
St. Louis, Missouri 63102-2759*

**Project Owner's Contact Person, Title & Telephone Number:**

*Jim Cali, CPA, CFF, CGMA  
Director of Internal Audit  
314.923.3001*

**Estimated Cost (In Thousands) for Entire Project:** *\$ 109,000*

**Estimated Cost (In Thousands) for work performed by responsible Service Provider/Firm:** *\$ None of our work has been outsourced or subcontracted.*

**Scope of Entire Project: (Please give quantitative indications wherever possible.)**

*BKD was engaged by Bi-State Development (BSD) to perform a review of BSD's medical, dental and pharmacy plans, which cover employees, dependents and retirees for activity covering a two-year period. The BSD plans were self-funded and serviced by three separate third-party administrators (TPA). For each TPA, we performed the following:*

- An operational review of claims processing and controls*
- Determination of the accuracy of claims adjudication with respect to plan provisions. We reviewed 250 claims for each TPA.*
- Used data mining software for claims analysis and rebate testing, where applicable.*
- Conducted site visits to each TPA to perform operational walk-throughs, review supporting documentation and gather information from within the TPA's systems.*

**Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible.)**

*BKD had responsibility for all facets of the engagement.*

**Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:**

*Christie Clements, Engagement Executive  
Angela Morelock, Engagement Quality Reviewer*

Revised: BC: 3-17-19  
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## Reference 4

RFP # 009-2020

**FORM NO. 3: EXPERIENCE/REFERENCES**

Work by Service Provider/Firm (including any subcontractors or Joint-Venture companies) that best illustrates current qualifications relevant to the City's project that has been/is being accomplished by personnel during the past five (5) years that shall be assigned to the City's project. List no more than ten (10) total projects:

Project Name & Location:  
*Sedgwick County Kansas*  
*Wichita, Kansas*

Completion Date (Actual or Estimated): *Ongoing outsource of internal audit function. We are in our 3rd year of filling this role.*

Project Owner's Name & Address:  
*Sedgwick County Kansas*  
*525 N. Main / Suite 823*  
*Wichita, KS 67203*

Project Owner's Contact Person, Title & Telephone Number:  
*Ms. Lindsay Poe Rousseau*  
*Chief Financial Officer*  
*316.660.7591*

Estimated Cost (in Thousands) for Entire Project: *\$ 217,485*

Estimated Cost (in Thousands) for work performed by responsible Service Provider/Firm: *\$ None of our work has been outsourced or subcontracted.*

Scope of Entire Project: (Please give quantitative indications wherever possible.)  
*Evaluations of the financial management policies, procedures and internal controls related to the receipt and disbursement of funds throughout the County's various divisions/departments as well as deeper review into the payroll function, Public Works Department and County Appraiser's office.*

Nature of Service Provider's/Firm's responsibility in project: (Please give quantitative indications wherever possible.)  
*BKD had responsibility for all facets of the engagement.*

Service Provider's/Firm's Personnel (Name/Project Assignment) who worked on the stated project that shall be assigned to the City's project:  
*Shauna Woody-Coussens, Engagement Executive*  
*Tom Haldiman, Data Analytics*



## H. Resumes of Key People

The most critical factor in providing high-quality service is choosing your engagement team. We take team selection seriously and have the appropriate team of advisors to meet your needs.

RFP # 009-2020

### FORM NO. 4: RESUMES OF KEY PERSONNEL

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Angela Morelock, Managing Partner*  
*Enterprise Risk Solutions*  
*IT Risk Services*  
*Forensics & Valuation Services*
- b. Project Assignment: *Engagement Executive*
- c. Name of Service Provider/Firm with which associated: *BKD, LLP*
- d. Years' Experience:  
 With this service provider/firm 26 other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:  
*Angela is a CPA, Certified Fraud Examiner (CFE) and Certified in Financial Forensics (CFF) and is responsible for resolving a wide range of allegations of fraud and white-collar crime. She has attended numerous valuation, litigation service, damage and fraud courses offered by the AICPA and ACFE. She has business valuation experience, and in 1998, earned the AICPA's Accredited in Business Valuation (ABV) designation, which is granted to CPAs who demonstrate business valuation expertise and experience. She is a 1993 summa cum laude graduate of Missouri State University, Springfield, with a B.S. degree in accounting.*
- f. Current Registration(s):  
*Angela is a member of the Association of Certified Fraud Examiners (ACFE), American Institute of CPAs (AICPA) and Missouri Society of CPAs. Angela is also a member of the Institute of Internal Auditors (IIA) and ISACA (Information Systems Audit and Control Association, Inc.)*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Angela has more than 25 years of experience and is the managing partner of three of BKD's national consulting divisions. In addition, she leads BKD's national forensic accounting and investigations team, where she provides fraud investigation and prevention services, complex litigation support, internal control and forensic accounting services for a variety of businesses. She also regularly provides consulting and expert witness assistance to attorneys in various litigation matters. Angela and her team have investigated some of the largest fraud cases in the U.S., and her clients include the FBI, U.S. Department of Justice and U.S. Attorney's Office.*  
*Angela is the managing partner over BKD's national internal audit practice and is the engagement quality reviewer on all non-bank internal audit reports issued by the firm. She has been qualified as an expert witness in cases involving criminal and civil fraud, securities fraud, business valuations, acquisition disputes, commercial business damages, funding constitutionality, bankruptcy, breach of fiduciary duty, fidelity and bonding claim disputes and other financial matters in federal and state courts around the country. She also has served as an arbitrator in a post-acquisition dispute matter.*  
*Representative cases include a multimillion-dollar securities fraud case involving manipulation of publicly filed financial statements, a nearly \$100 million acquisition dispute, lost profits and damages related to distributorship termination, damages under Federal Sentencing Guidelines related to financial statement manipulations, lost profits and damages related to supplier agreement interruption, business interruption related to property damage, damages related to noncompete violations and damages related to wrongful death.*  
*Angela is a frequent lecturer at national conferences and other business group meetings. Her educational sessions on white-collar crime receive high audience ratings. In 2008, Angela was chosen by Midwest CEO Magazine as one of the area's "Most Influential Women." In 2009, Angela was chosen by the Springfield Business Journal as one of the area's "20 Most Influential Women."*

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**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Shauna Woody-Coussens, Managing Director*
- b. Project Assignment: *Engagement Quality Reviewer*
- c. Name of Service Provider/Firm with which associated: *BKD, LLP*
- d. Years' Experience:  
With this service provider/firm 10 other service providers/firms 20
- e. Education: Degree(s)/Year/Specialization:  
*Shauna is a 1986 graduate of University of Missouri, Columbia, with a B.S.B.A. degree in finance and banking, and a 1998 summa cum laude graduate of The University of Kansas, Lawrence, with an M.B.A. degree.*
- f. Current Registration(s):  
*Shauna is a Certified Forensic Examiner (CFE) and member of the Association of Certified Fraud Examiners and Kansas City Metropolitan Bar Association. She also is treasurer for Legal Aid of Western Missouri.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Shauna is a managing director in BKD's Forensic & Valuation Services division. She has more than 20 years of experience performing forensics accounting, dispute analysis and consulting services in the fraud, abuse, complex commercial litigation, class action, merger, acquisition and valuation areas.*

*Shauna's forensic investigative experience includes fraud investigations for internally identified company matters in response to inquiries by third parties and regulatory bodies as well as litigation in various industries. Services include funds tracing as well as forensics accounting and financial analysis. She has experience with issues in various litigation types, including proper computation of damages, lost profit calculations, financial compliance with contracts, director and officer liability claims, franchise and exclusive distributor agreement claims, piercing the corporate veil and class action matters.*

*She has experience with Foreign Corrupt Practices Act (FCPA)/Anti-Bribery & Corruption investigations and is BKD's subject matter expert. Representative engagements involve assisting U.S. companies in conducting due diligence on foreign vendors and participating in multiyear internal investigations of FCPA violations. Shauna has testified before the U.S. Securities and Exchange Commission and Department of Justice.*

*Shauna also has experience valuing business enterprises and intangible assets for litigation, advisory, financial reporting and tax compliance purposes. In addition, she has advised and assisted in a range of transactions, including due diligence reviews for mergers, acquisitions and private debt and equity financing.*

*Before joining BKD, Shauna worked at the Federal Reserve System as a bank/bank holding company examiner, where she examined bank fraud and financially distressed institutions.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Christie Clements, Managing Director*
- b. Project Assignment: *Risk Assessment*
- c. Name of Service Provider/Firm with which associated: *BKD Enterprise Risk Solutions*
- d. Years' Experience:  
With this service provider/firm 8 other service providers/firms 12
- e. Education: Degree(s)/Year/Specialization:  
*Christie is a graduate of Kelley School of Business, Indiana University, Indianapolis, with a B.S. degree in accounting*
- f. Current Registration(s):  
*Christie holds Certified Information Systems Auditor® (CISA®) and Certified Risk Management Assurance™ (CRMA®) designations. She is a member of ISACA® and The Institute of Internal Auditors (The IIA) and formerly served on the board of governors for The IIA Indianapolis Chapter.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Christie is a regional practice leader with BKD's Enterprise Risk Solutions. She also leads the IT risk services team in the Indianapolis office. She serves as the regional industry leader for BKD's not-for-profit and public sector practices and is responsible for engagement oversight, business development and managing a team of advisors who deliver a variety of services across a number of industries.*  
  
*She has 20 years of internal audit and risk management experience, including eight years as an internal audit director at a Fortune 40 company.*  
  
*Christie is experienced working in dispersed and complex environments, often employing a data mining and analytics methodology in her internal audit and process improvement engagements. She has worked with organizations to transform internal audit functions to provide greater stakeholder value as well as assisting clients with their continuous improvement efforts to increase the efficiency and effectiveness of controls, services and processes.*  
  
*Her internal control projects have encompassed all areas of finance, operations and IT, including revenue and expenditure cycles, inventory, call centers, BPO and IT Admin sourcing arrangements, vendor management, contract compliance, IT general controls, application controls, data integrity and warehousing and systems development life cycles.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Samuel M. Schriver, Senior Consultant II*
- b. Project Assignment: *Engagement In-Charge and project manager*
- c. Name of Service Provider/Firm with which associated: *BKD's Forensics & Valuation Services (FVS) division*
- d. Years' Experience:  
With this service provider/firm 4 other service providers/firms \_\_\_\_\_
- e. Education: Degree(s)/Year/Specialization:  
*He is a 2012 graduate of Missouri State University, Springfield, with a B.S. degree in accounting and a minor in economics and a 2015 graduate with a master of accountancy degree and a graduate certificate in forensic accounting.*
- f. Current Registration(s):  
*Sam is a member of the American Institute of CPAs, Missouri Society of CPAs and Association of Certified Fraud Examiners.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Sam provides business valuation, fraud investigation and litigation support services. He provides consulting services to clients in a wide range of industries, including health care, banking, manufacturing, wholesale, distribution, fabrication, retail, construction, computer software, insurance, marketing, engineering, architecture, professional services, technology and food service. Prior to joining FVS, he served as a member of BKD's Springfield audit team, where he provided audit, review and compilation services for health care, manufacturing, distribution and not-for-profit clients.*  
  
*Sam is the in-charge and project manager for BKD's internal audit engagement with The Springfield R-12 School District.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Sam Beck, Senior Consultant*
- b. Project Assignment: *Engagement Staff*
- c. Name of Service Provider/Firm with which associated: *BKD's Enterprise Risk Solutions division*
- d. Years' Experience:  
With this service provider/firm 2 other service providers/firms 5
- e. Education: Degree(s)/Year/Specialization:  
*Sam is a 2017 graduate of Metropolitan State University of Denver, Colorado, with a master of professional accountancy degree, and a graduate of University of Colorado Boulder with a bachelor's degree in economics.*
- f. Current Registration(s):  
*Sam is a member of The Institute of Internal Auditors and Colorado Society of CPAs. He is currently working toward obtaining his CPA license.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Sam helps clients identify risk and comply with laws and regulations. He has experience in internal auditing, data analytics and the identification and reporting of operational and compliance issues for clients of all sizes.*

*While attending Metropolitan State University of Denver, he received the Outstanding Student Award for the Masters of Professional Accountancy program from the College of Business.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Kimberly Hamm, Partner*
- b. Project Assignment: *Additional Industry Resource*
- c. Name of Service Provider/Firm with which associated: *BKD Southern Missouri Region and National Public Sector Group*
- d. Years' Experience:  
With this service provider/firm 33 other service providers/firms
- e. Education: Degree(s)/Year/Specialization:  
*Kim is a 1986 magna cum laude graduate of Drury University, Springfield, Missouri, with B.A. degrees in accounting and business administration.*
- f. Current Registration(s):  
*She is a member of the American Institute of CPAs and Missouri Society of CPAs, and serves on the finance committee for the Downtown Springfield Association and advisory committee for an Enactus chapter. Kim also is a member of the Government Finance Officers Association (GFOA) and Association of Government Accountants and is involved with the American Public Power Association (APPA), including attendance at the APPA National and Finance Conferences.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Kim provides audit and consulting services to not-for-profit and governmental organizations, including colleges and universities, public utilities, municipalities, and general governmental entities. Kim has experience with Single Audits and United States Department of Education student financial aid audit requirements.*  
  
*In 1996, Kim was awarded the Certified Government Financial Manager (CGFM) designation by the Association of Government Accountants. The CGFM designation recognizes the unique skills and special knowledge required of professionals who specialize in government financial management.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Matt Cash, Director*
- b. Project Assignment: *Additional Industry Resource*
- c. Name of Service Provider/Firm with which associated: *BKD Southern Missouri Region and National Public Sector Group*
- d. Years' Experience:  
With this service provider/firm 12 other service providers/firms
- e. Education: Degree(s)/Year/Specialization:  
*Matt is a 2006 summa cum laude graduate of Drury University, Springfield, Missouri, with a B.A. degree in accounting.*
- f. Current Registration(s):  
*Matt is a member of the American Institute of CPAs and Missouri Society of CPAs.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Matt has more than a decade of experience providing a variety of audit services to higher education and governmental clients, including municipalities, airports, universities and other government agencies. He joined BKD in 2007.*

*Each year, he attends continuing professional education courses specific to governmental accounting standards, Single Audit requirements and Government Auditing Standards. He has also spoken at Association of Government Accountants meetings on GASB topics and has worked with a number of governmental clients on GASB Statements No. 68 and 75 implementation. Since 2012, he has actively served on the finance committee of Habitat for Humanity of Springfield and has served on Habitat's board since 2016. He was a founding board member of the Ozarks Chapter of the Construction Financial Management Association and has served as the chapter's president since 2015.*

**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Craig A. Matlock, Director*
- b. Project Assignment: *IT Resource*
- c. Name of Service Provider/Firm with which associated: *BKD's IT Risk Services division*
- d. Years' Experience:  
With this service provider/firm 2 other service providers/firms 26
- e. Education: Degree(s)/Year/Specialization:  
*He is a 1991 graduate of The University of Kansas, Lawrence, with a B.S. degree in accounting and business administration.*
- f. Current Registration(s):  
*Craig is a member of the American Institute of CPAs, the Kansas CPA Society and ISACA (formerly Information Systems Audit and Control Association). He is a Certified Information Systems Auditor (CISA).*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Craig specializes in IT assurance services. He leads IT assurance reviews at BKD for integrated financial statement audits primarily in the financial services industry.*

*Prior to BKD, he led the IT audit practice for a Fortune 500 international specialty insurance company. In this role, he was responsible for developing and leading the organization's annual risk-based IT audit program, as well as its Sarbanes Oxley IT general controls implementation and annual attestation reviews. He has led a variety of IT reviews covering risks in IT governance, penetration testing, disaster recovery, data protection, system development and SSAE 18 audits.*

*Craig is a member of the American Institute of CPAs, the Kansas CPA Society and ISACA (formerly Information Systems Audit and Control Association). He is a Certified Information Systems Auditor (CISA).*



**FORM NO. 4: RESUMES OF KEY PERSONNEL**

Brief resume of key persons, specialists and individual service providers that shall be assigned to the City project:

- a. Name and Title: *Thomas N. Haldiman, Director*
- b. Project Assignment: *BDA Resource*
- c. Name of Service Provider/Firm with which associated: *BKD Big Data & Analytics practice*
- d. Years' Experience:  
With this service provider/firm 11 other service providers/firms \_\_\_\_
- e. Education: Degree(s)/Year/Specialization:  
*Tom is a 2006 summa cum laude graduate of Missouri State University, Springfield, with a B.S. degree in accounting, and a 2007 graduate with an M.Acc. degree.*
- f. Current Registration(s):  
*He is a member of the American Institute of CPAs, Association of Certified Fraud Examiners (ACFE) and the KC ACL Users Group. He has attained the ACL Certified Data Analyst (ACDA) certification which denotes expertise in performing data analytics with ACL Analytics software. He also has received the Certified Fraud Examiner (CFE) designation from ACFE. The CFE credential denotes proven expertise in fraud prevention, detection and deterrence.*
- g. Other Experience & Qualifications relevant to the proposed project:  
*Tom is a member of the Big Data & Analytics practice in the BKD's Forensics & Valuation Services division. He has provided fraud investigation, litigation support, profitability analysis, data mining, continuous auditing, complex financial modeling and business valuation services. His experience includes managing large forensic accounting, fraud investigation and data mining projects. His public accounting background also includes financial statement audits and due diligence consulting.*  
  
*He has provided consulting services to clients in a range of industries, including manufacturing, health care, financial services and education. He has experience with embezzlement investigations, including a \$1.2 million embezzlement, and litigation support projects involving disputes totaling billions of dollars. Tom has unique experience with ticketing operations and has worked with university and professional sports teams, as well as theater and concert venues, to identify and quantify inappropriate ticket activity and abuse.*  
  
*Tom has worked with attorneys in a number of areas, including analyzing and quantifying damage claims, aiding with the discovery process and identifying key documents. In addition to managing a large securities litigation support project, he assisted with a litigation support project for the U.S. Department of Justice and a fraud investigation involving the Foreign Corrupt Practices Act.*  
  
*Tom joined the Big Data & Analytics team in 2016. He has experience using ACL, IDEA, Tableau and Excel software for analysis, data visualization and process automation. He has customized and helped clients to implement these tools within their organizations.*

# I. Project Approach Narrative

RFP # 009-2020

## FORM NO. 5: PROJECT APPROACH NARRATIVE

Use this space to provide a detailed project approach including but not limited to:

- Provide a description of your firm's internal audit methodology and risk assessment process, including an example of the risk profile that would be developed from the risk assessment review.
- Identify the tools and technology utilized by the firm to increase the effectiveness of the internal audit function.
- Describe the process of selecting areas for review, starting with how areas are selected, how the audit will be conducted, the selection and gathering of data and communication with stakeholders throughout the process. Include a sample of the report that would be provided at the conclusion of the audit.
- Describe the way in which the firm will bring innovation through leadership and best practices that will enhance the performance for the internal audit function and ensure value to the City of Springfield.
- Identify and describe any anticipated potential internal audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.

*Project Approach and Narrative provided on the following pages.*

BKD CPAs & Advisors  
 Company Name  
 910 E. St. Louis St.  
 Address  
 Springfield, MO 65807  
 City/State/Zip  
 417.865.8701 417.865.0682  
 Telephone # Fax #  
 44-0160260  
 Tax ID No.

Angela Morelock  
 Authorized Person (Print)  
 Angela Morelock  
 Signature  
 Managing Partner  
 Title  
 August 30, 2019  
 Date  
 Limited Liability Partnership  
 Entity Type:

Page 27 of 38

Revised: BC: 3-17-19  
 Approved by Legal: RL:

RETURN THIS PAGE

**Provide a description of your firm's internal audit methodology and risk assessment process, including an example of the risk profile that would be developed from the risk assessment review.**

## Internal Audit

Regardless of an organization's size or type, an effective internal audit function can help proactively identify critical risks and evaluate the effectiveness of mitigating controls in support of operational goals and strategic plans. An enterprise-wide risk assessment is the foundation of an internal audit plan.

The risk assessment process should be dynamic and nimble to appropriately respond to the organization's changing objectives and risk environment. Evaluation of risk today could look vastly different from an evaluation of the same risks in one year or even six months. Assessing risks should be considered a cycle starting with the board and management identifying the organization's goals, continuing through the assessment process to identify the risks, and resulting in mitigating and monitoring of those risks. We will first meet with key members of leadership to understand the overall objectives, strategies and mission of the City of Springfield to ensure proper alignment of the organization's expectations and our assessment procedures.

BKD applies a structured approach using industry-specific frameworks in the evaluation of risks and their likelihood and potential effect on your organization. Our advisors have the knowledge and experience to identify and evaluate risks across a number of domains. The risk identification process typically involves senior management and subject matter experts as well as the individuals performing the day-to-day control activities. The process can include individuals throughout the organization, but generally include finance/accounting, operations, human resources, information technology and operations. BKD typically utilizes a combination of interviews and surveys in the risk assessment process.

A proposed internal audit plan will be presented to the Finance and Administration Committee of City Council for review and approval. Using the results of this assessment, resource allocation can be more efficient and effective as it provides a road map to the higher-risk areas. Once the plan has been approved by the Finance and Administration Committee of City Council, BKD employs a phased approach to internal audit projects, as outlined below.

### Phase 1: Planning & Tailoring Procedures

During the initial phase, we meet with management and stakeholders to gain an understanding of their responsibilities, concerns and objectives. An initial request for key documentation, such as policies and procedures, process flowcharts, organization charts and management reports, will follow. We will submit a detailed scope for approval at the start of each internal audit project.

We will schedule a kickoff meeting where we will:

- ▶ Provide clarification on the scope
- ▶ Discuss timing
- ▶ Identify key points of contact and discuss roles and responsibilities
- ▶ Answer any questions or address concerns

Throughout the internal audit project, we will provide updates on the project status and any concerns with the timeline.

The information gathered and the topics discussed in the initial phase will be used to further refine scoping and planning procedures, which will be documented in Phase 2.

## Phase 2: Documentation

During the documentation phase, we will focus on understanding and documenting the in-scope processes, including details on key controls, information systems and the flow of data through your organization.

We leverage existing documentation, if any, to help streamline our procedures. We also will evaluate the design of the control and discuss with you any noted deficiencies. We will consider the significance of each and provide recommendations for control design enhancements.

BKD will create our validation procedures for the remaining controls, which will be tested in Phase 3 for operating effectiveness. In designing our testing approach, BKD will evaluate the feasibility of using a data-centric approach. In doing so, we are able to cover a larger population and provide greater confidence using our automated procedures versus the traditional sampling approach.

For routine processes and transactions, BKD can create and provide automated scripts for use in continual audit monitoring efforts.

## Phase 3: Testing

The City of Springfield's proposed engagement team will perform their testing efforts to assess the level of operating effectiveness of key controls. We will:

- ▶ Request and obtain additional documents and evidence for testing procedures in areas where we may not be able to rely on data analytics and process walkthroughs
- ▶ Discuss and fully vet any potential control deficiencies with management throughout the project
- ▶ Formulate recommendations to address agreed-upon control deficiencies

We will draft a report as the project moves into the final phase.

## Phase 4: Reporting

Because of our commitment to providing timely updates of potential issues, there should be no surprises found within the draft report. We will gather management action plans throughout the project so that Phase 4 is streamlined and efficient. We will then deliver a draft report for management's review and comment. Once all reviews have concluded, the report will be finalized. We routinely include management responses in our final reports.

Our reports typically contain the following information:

- ▶ The objective and scope of work performed
- ▶ Sampling statistics
- ▶ Listing of findings with specific recommendations for improvement
- ▶ Any restrictions your organization requested regarding the scope of procedures
- ▶ Status of follow-up on prior audit reports, if applicable

If the City of Springfield prefers specific content items or a particular report format, we can accommodate requests of this nature.

## Proposed Scope of Work

BKD shall develop a risk assessment of the City of Springfield's primary operations. This assessment will identify the strengths, weaknesses, challenges and potential risks of City operations. An internal audit plan for the year will be identified based on the outcomes of the risk assessment.

BKD shall test and evaluate a minimum of three (four if not excessively complex) areas within the City of Springfield over a 12-month period. The selection of these three to four areas should take into account risk, control weaknesses, size and complexity of operations. At the conclusion of each evaluation, BKD will issue a report to the Finance and Administration Committee of City Council. The report shall include an executive summary, scope, background, significant findings of risk exposures and/or control deficiencies, recommendations for correcting each significant finding and management's responses to these findings.

BKD will be responsible for the engagement and report to the Finance and Administration Committee of City Council as warranted or requested. This reporting will be both verbal and written.

Before the conclusion of the contract, BKD will provide the Finance and Administration Committee with a recommended model for the City of Springfield's internal audit program taking into account the current budget for this function.

In the event BKD believes there is fraud and/or theft that has been, or may have been, committed by any City of Springfield employee, BKD will immediately notify the chair of the Finance and Administration Committee of City Council, the City Manager and the City Attorney.

## Proposed Project Schedule & Involved Personnel

BKD is prepared to meet the following deadlines.

| Internal Audit                              | Personnel                                                                | Estimated Completion Date |
|---------------------------------------------|--------------------------------------------------------------------------|---------------------------|
| Risk Assessment & Development of Audit Plan | Managing Partner<br>Senior Consultant<br>Director                        | November 30, 2019         |
| Internal Audit 1                            | Managing Partner<br>Managing Director<br>Senior Consultant<br>Consultant | January 31, 2020          |
| Internal Audit 2                            | Managing Partner<br>Managing Director<br>Senior Consultant<br>Consultant | March 31, 2020            |
| Internal Audit 3                            | Managing Partner<br>Managing Director<br>Senior Consultant<br>Consultant | May 31, 2020              |
| Internal Audit 4                            | Managing Partner<br>Managing Director<br>Senior Consultant<br>Consultant | June 30, 2020             |

A director will be utilized in the above schedule to the extent IT procedures or data analytics are incorporated into any of the internal audits above. Please see Attachment 1 for an example of the risk assessment and heat maps that would be developed from the risk assessment process.

## Quality Assurance

People often underestimate the value of a quality internal audit program, but quality remains particularly important in today's environment. With BKD, the City of Springfield is getting what you pay for—an internal audit performed by a firm with a strong commitment to quality. The internal and external risk-based procedures we use are centered on The Institute of Internal Auditors (IIA) national standards and include quality control reviews by experienced partners, directors and managers. Our team completes programs, communication and documentation protocols to provide a consistent work product supporting our reports and complying with applicable standards.

We work hard to maintain high standards of professional practice, including a strong system of quality control that emphasizes independence and objectivity. Our risk management program addresses a multitude of issues ranging from client acceptance to final working paper and report review. Features of our consulting quality control system include:

- ▶ All professional personnel are required to confirm their independence with respect to the firm's assurance clients annually
- ▶ The director of consulting quality control and independence, a partner independent of any client duties, is responsible for overseeing this process and making judgments on application of the independence rules
- ▶ Staffing assignments for consulting engagements are monitored to promote objectivity
- ▶ Certain consulting services provided to audit clients require approval from the director of consulting quality control and independence
- ▶ New engagements are evaluated for potential conflicts of interest both in fact and in appearance
- ▶ We have rigid standards for acceptance of new engagements
- ▶ All consulting engagements require a review by a partner or manager
- ▶ Most consulting engagements are also reviewed by a second partner or manager who is not otherwise involved in providing services to the client (EQR – Engagement Quality Review)
- ▶ Unusual or complex items encountered during the engagement require consultation with National Office personnel
- ▶ Consulting engagements are subject to periodic internal inspections to review compliance with firm policies and procedures

### **Identify the tools and technology utilized by the firm to increase the effectiveness of the internal audit function.**

Incorporating cutting-edge big data and analytics techniques is key to improving internal audit effectiveness and efficiency, allowing the City of Springfield to get more from your internal audit procedures. By turning data into meaningful information, it's possible to better identify and quantify risks, allowing you to develop forward-thinking mitigation strategies. We will look for opportunities to use data analytics in our procedures.

Our professionals are trained in using computer-assisted auditing techniques (CAAT) and ACL data analysis software to facilitate data transfer, conversion, mining and analysis and go beyond a traditional risk assessment/internal controls testing approach. Our focus is on helping you develop stable processes surrounding high-volume operations while helping to reduce the burden on your staff when feasible. Our solutions and methods include big data technologies, data visualization techniques, artificial intelligence and proprietary text analytics technologies to analyze this data, with a focus on long-term sustainability. We can help the City of Springfield develop a plan to leverage data, train your personnel to use data analytics tools and assess your individual data needs, risks and opportunities.

**Describe the process of selecting areas for review, starting with how areas are selected, how the audit will be conducted, the selection and gathering of data and communication with stakeholders throughout the process. Include a sample of the report that would be provided at the conclusion of the audit.**

BKD's internal audit methodology does not use a one-size-fits-all approach to assessing risks. We will begin by building out a risk universe and auditable units as well as developing a common taxonomy that will allow us to normalize comparisons across the system. Areas of focus typically include but are not limited to:

- ▶ Administration & Financial Units
- ▶ Auxiliaries
- ▶ Facilities
- ▶ Financial Processes
- ▶ Governance
- ▶ Human Resource Processes
- ▶ Information Systems & Technologies
- ▶ Research

Our methodology focuses on identifying and assessing a variety of risk types across each auditable unit. Examples of risk types include:

- ▶ Entity Level & Governance Risk
- ▶ Strategic Risk
- ▶ Financial Risk
- ▶ Legal/Regulatory Risk
- ▶ Operational Risks
- ▶ Technology Risk
- ▶ Information & Data Security Risk
- ▶ Staffing Risk
- ▶ Reputational Risk
- ▶ Health & Safety Risk
- ▶ Facilities & Security Risk

After the identification of your audit universe and possible risk events, the risks are evaluated on potential impact and likelihood. Likelihood is defined as the extent to which an area may be exposed or unprotected to various risk factors after existing controls have been taken into account. Impact is defined as an estimate of the severity of adverse effects should risk be realized. This gives the overall inherent risk of that event. Inherent risk (IR) is the probability of loss or event arising out of circumstances or existing in an environment, in the absence of any action to control or modify the circumstances.

Our risk assessment process will also take into account mitigating controls, which are designed to manage uncertainty and reduce the probability and/or likelihood of fraud, loss, theft, or error. Through our procedures we will assess the level of mitigating controls which will allow us to determine residual risk (RR), which is the risk remaining in a process after the control design is considered.

We will incorporate the resulting information from our procedures into scorecards which will contain weighted scoring based upon specific risk criteria. We will work collaboratively with you to on determining the weighting of the criteria as well as the City of Springfield's appetite and tolerance for the identified risk quantifications. The results will be summarized in a risk assessment heat map.

Please see Attachments 2 and 3 for copies of sample internal audit reports and heat maps.

**Describe the way in which the firm will bring innovation through leadership and best practices that will enhance the performance for the internal audit function and ensure value to the City of Springfield.**

## Depth of Innovation

One of our client service standards is Principled Innovation. Our innovation program engages professionals throughout the firm in finding new solutions. Our formal innovation process uses cutting-edge techniques, and we support that with funding and resources to implement promising new solutions. We encourage our personnel to experiment and learn, believing this will ultimately lead to new, more efficient, solutions for our clients.

As it relates to our internal audit practice, we believe innovation begins through an integrated focus that combines business processes and IT. We approach IT much like entity controls in that it is an underlying foundation of all areas of business, as entity controls are the overarching foundation. The focus on IT continues to grow as government entities automate more of their processes and continue to rely more heavily on their automated control systems.

For routine areas with a large volume of transactions, such as accounts payable, you can continually monitor the operational effectiveness of an area's critical controls. When fully implemented, continual monitoring provides increased audit coverage with fewer resources, allowing your internal audit hours to be allocated to higher risk, nonroutine areas that require more judgment.

BKD uses ACL, a data-mining software tool used by internal auditors. ACL assists us in mining data from your financial and operational systems. ACL is a powerful data extraction tool we use for:

- ▶ **Trend Analysis** – We can perform a trend analysis to provide additional information for our risk assessments. For example, if we do a procure-to-pay audit, we can pull data from your system to analyze your spending and help select the most risky vendors for further analysis.
- ▶ **100 Percent Analysis** – Given we have the data electronically, we can use ACL to perform 100 percent analysis versus a set sample size, for more coverage with less time.
- ▶ **Special Projects** – We have built certain scripts within ACL to perform specified functions. Examples are searches for duplicate payments, fraudulent payments/vendors and ghost employees.



BKD reports from a root cause perspective rather than just including findings. This identifies causation rather than just providing a fix for past issues. We have also started using a capability maturity model in our risk assessments to incorporate a quantitative metric along with the traditional qualitative aspects.

## Thought Leadership Opportunities

We continually look for opportunities to educate others and share our expertise. For example, we offer complimentary webinars and events, which may be eligible for CPE, for clients and friends of the firm. Information is communicated in a concise, straightforward manner by industry-trained professionals with a strong understanding of ever-changing regulations. In addition, we may offer training customized to a client's specific area of interest. This custom training also may qualify for CPE upon course approval. To learn more, please visit [bkd.com/thought-center](http://bkd.com/thought-center) or discuss a customized training program for your organization with your lead engagement executive.

**Identify and describe any anticipated potential internal audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City.**

## Anticipating Problems

While we do not anticipate significant audit problems, we understand the importance of good channels of communication with key engagement team members to facilitate the discussion of issues that may arise. Once we commence final fieldwork, we would ask for management's participation in progress meetings that would facilitate such communication and allow for timely identification and response to problems that may be encountered. Before drafting findings into a report, we will also ask that management meet with us to discuss our findings.

## Special Assistance

In working with similar clients, we have developed efficient approaches that aim to avoid wasted effort. Your participation helps control costs, reduce unnecessary disruptions and meet deadlines.

Specific assistance from your personnel may include:

- ▶ Attending planning meetings and preparing responses to questionnaires
- ▶ Participating in coordination of on-site visits, interviews with key line personnel and assistance in obtaining necessary documentation to support our workpapers
- ▶ Responding to auditor inquiries during and subsequent to our fieldwork
- ▶ Providing training to our personnel on how to use your electronic document storage systems and other electronic media on which audit documentation may be stored
- ▶ Pulling selected supporting documentation and other files, including reconciliations that are not imaged or maintained electronically
- ▶ Providing data sets that are needed for data analytics procedures
- ▶ Helping to resolve any differences or exceptions noted

**FORM NO. 6A: "FEE SCHEDULE"**  
**SCHEDULE OF HOURLY BILLING RATES FOR SERVICES**

| PERSONNEL CLASSIFICATION | TYPICAL WORK TASKS                                               | HOURLY BILLING RATES |
|--------------------------|------------------------------------------------------------------|----------------------|
| Managing Partner         | Project oversight, relationship management and reporting to City | \$450                |
| Managing Director        | Engagement quality review (EQR)                                  | \$380                |
| Director                 | Project oversight and project execution                          | \$240 - \$310        |
| Senior Consultant II     | Project management                                               | \$140 - \$160        |
| Senior Consultant        | Project execution                                                | \$140 - \$160        |
|                          |                                                                  |                      |
|                          |                                                                  |                      |
|                          |                                                                  |                      |
|                          |                                                                  |                      |
|                          |                                                                  |                      |

## BKD CPAs &amp; Advisors

Company Name

910 E. 6th Street

Address

Springfield, MO 65801

City/State/Zip

417.865.8701

417.865.0682

Telephone #

Fax #

44-0160260

Tax ID No.

Angela Morelock

Authorized Person (Print)

Angela Morelock

Signature

Managing Partner

Title

August 30, 2019

Date

Limited Liability Partnership

Entity Type:

## FORM NO. 6B: TOTAL COST

Firms are requested to submit a pricing proposal detailing the projected cost on a not to exceed basis. The price proposal shall include the hours related to each major task and the hourly rate for each of the firm's staff that will be involved in the engagement. Travel expenses, if any, should be broken out and should also be quoted on a not to exceed basis.

| SCOPE OF WORK                                         | ESTIMATED HOURS | FEE       |
|-------------------------------------------------------|-----------------|-----------|
| Risk Assessment                                       | 50              | \$10,286  |
| Completion of four (4) annual Internal Audit projects | 350             | \$67,300  |
|                                                       |                 |           |
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|                                                       |                 |           |
|                                                       |                 |           |
| TOTAL COST                                            |                 | \$ 77,586 |

## BKD CPAs &amp; Advisors

Company Name

910 E. St. Louis St.

Address

Springfield, MO 65801

City/State/Zip

417.865.8701

417.865.0692

Telephone #

Fax #

44-0180260

Tax ID No.

Angela Morelock

Authorized Person (Print)

*Angela Morelock*

Signature

Managing Partner

Title

August 30, 2019

Date

Limited Liability Partnership

Entity Type:

# K. Affidavit of Compliance

RFP # 009-2020

## FORM NO. 7 AFFIDAVIT OF COMPLIANCE

To be submitted with Offeror's Proposal

\_\_\_\_\_ We **DO NOT** take exception to the RFP Documents/Requirements.

  X   We **TAKE** exception to the RFP Documents/Requirements as follows:

*Upon selection as the successful bidder, certain terms and conditions as referenced in the RFP will require modification to comply with accounting professional standards and/or BKD's policies, as the City of Springfield can appreciate. As BKD has successfully resolved similar agreements with the City of Springfield previously, BKD is confident the parties will successfully resolve all matters. BKD sincerely appreciates the City of Springfield's consideration and understanding, and looks forward to working with the City of Springfield on this engagement.*

*Part II. 15.2. - BKD does have some restrictions with respect to indemnifying clients for their own negligence, in accordance with professional standards and firm insurance policies. Therefore, only to the extent caused by BKD's negligence or intentional misconduct could BKD agree to indemnify and hold you harmless for claims, actions and liabilities asserted by third parties against you and which result from the services performed by BKD pursuant to this engagement.*

*Part II. 15.4. - Limitation of liability language is standard in BKD engagement letters. If engaged, the parties may review and discuss this further.*

*Part II. 20. - Upon acceptance of the engagement we will work with the City of Springfield to establish and document the actual scope and the responsibilities of management and BKD in a separate letter to be signed by the City of Springfield and BKD. The letter, prepared in accordance with professional standards, shall become a part of the contract between the City of Springfield and BKD.*

*Part II. 21. - BKD must maintain ownership of its workpapers, in accordance with professional standards and Missouri Law.*

*Part IV. - BKD can generally comply with the insurance requirements noted in the RFP; however, there are specific issues which will require further discussion, e.g., additional insured and policy notifications. As you can appreciate, these specific issues are controlled by the terms of our policies and are outside BKD or any other CPA firm's discretion. BKD is confident, though, any insurance issue will be satisfactorily resolved, if we are given the opportunity to provide professional services to you.*

I have carefully examined the Request for Proposal and agree to abide by all submitted pricing, delivery, terms and conditions of this RFP unless otherwise stipulated herein.

Company Name BKD CPAs & Advisors

By Angela Morelock  
(Authorized Person's Signature)

Angela Morelock, Managing Partner  
(Print or type name and title of signer)

Company Address 910 E. St. Louis St.

Springfield, MO 65801

Telephone Number 417.865.8701

Fax Number: 417.865.0682

Date: August 30, 2019

### ADDENDA

Offeror acknowledges receipt of the following addendum:

Addendum No.   1  

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Addendum No. \_\_\_\_\_

Email amorelock@bkd.com

Federal Tax ID No. 44-0160260

DBE Vendor (Yes/No): NO

Minority Owned: \_\_\_\_\_

Women Owned: \_\_\_\_\_

Veteran Owned: \_\_\_\_\_

## L. Certification Regarding Potential Conflicts of Interest

### FORM NO. 8 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST

The City's Charter, Sec. 19.16, prohibits any Council member or employee of the City from having a financial interest, direct or indirect, in any contract with the City and any member of a City board or commission from having a financial interest, direct or indirect, in any contract with the department or administrative agency managed or operated by the board or commission on which he or she serves.

**\*\*\*If the prohibition above is violated, the contract is void and the Council member, City board or commission member forfeits his or her office or the employee forfeits his or her employment.\*\*\***

Vendor certifies that (check all that apply):

1. ☒ No City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor. *City Council member Andy Lear is a retired BKD partner.*
2. ☒ No spouse or dependent child of a City Council member, City employee, or City board or commission member is an employee, officer, partner, owner, etc., of vendor. *See note below.*
3. ☐ A City Council member or spouse is an employee, officer, partner, owner, etc., of vendor.
4. ☐ A City employee or spouse is an employee, officer, partner, owner, etc., of vendor.
5. ☐ A City board/commission member or spouse is an employee, officer, partner, owner, etc., of vendor.

If choosing 3, 4, or 5, please provide name of Council member, employee, board or commission member, or spouse:

#### Vendor Certification:

I certify the information above is true and accurate.

*Angela Morelock*

By: \_\_\_\_\_

Angela Morelock

Title: \_\_\_\_\_

Managing Partner

Please note whether the Charter is violated is fact-specific. City staff will follow up with you for additional information.

*BKD recently completed this same disclosure related to our contract with the City for IntegraReport hotline services we provide to the City. As part of that process, we discussed this required disclosure with City attorney Nick Woodman, who indicated that the goal was to assess whether those at BKD that might benefit from this proposed engagement have any of these relationships (or indicated family members with such relationships) with the City. Based on this input, we inquired of Springfield-based employees who are part of BKD's Risk Advisory Services practices or anticipated to potentially work on this proposed engagement, all employees (regardless of location) that are part of BKD's national Enterprise Risk Solutions (internal audit) practice and all partners and managing directors in BKD Risk Advisory Services or Public Section Advisory Services (regardless of location) to confirm that no spouse or dependent children relationships exist with these specific employees or partners of BKD and the City of Springfield positions indicated.*

# M. Statement of No Proposal

## FORM NO. 9 STATEMENT OF "NO PROPOSAL"

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES REQUESTED AND DECLINES TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO SUBMIT A PROPOSAL ON RFP NO. **009-2020** FOR **INTERNAL AUDITING SERVICES** FOR THE FOLLOWING REASON(S):

\_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY  
(PLEASE EXPLAIN REASON BELOW)

\_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO REQUEST FOR PROPOSAL.

\_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT/S OR EQUIVALENT.

\_\_\_\_\_ REMOVE US FROM YOUR BIDDERS' LIST FOR THIS COMMODITY OR SERVICE

\_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.

\_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS

\_\_\_\_\_ UNABLE TO MEET INSURANCE REQUIREMENTS

\_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW)

\_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW)

REMARKS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE AND TITLE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

# N. Affidavit, Work Authorization

RFP # 009-2020

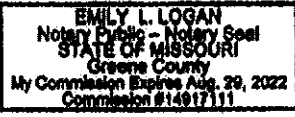
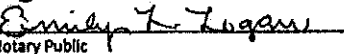
**11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY:** Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[RSMO 285.530 (2)] As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

The required documentation must be from the federal work authorization program provider, e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding. Letter from Consultants reciting compliance is not sufficient.

The Department of Homeland Security, U.S. Citizenship and Immigration Services, (USCIS) in partnership with the Social Security Administration (SSA) operate an FREE Internet-based program called E-Verify, <http://www.dhs.gov/e-verify> that allows employers to verify the employment eligibility of their employees, regardless of citizenship. Based on information provided by employees on their Form I-9, E-Verify checks the information electronically against records contained in DHS and Social Security Administration databases. There are penalties for employing an unauthorized alien. The City may enforce any and all penalties available under local, state and/or federal law.

All submittals shall include the signed and notarized Work Authorization Affidavit AND the electronic signature page from the E-Verify program.

| CITY OF SPRINGFIELD, MISSOURI<br>WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo<br>(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |       |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| County of <u>Greene</u> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |       |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ) ss. |
| State of <u>Missouri</u> )                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |       |
| <p>My name is <u>Angela Morelock</u>. I am an authorized agent of <u>BKD</u> ("Bidder"). Bidder is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Springfield, Missouri. Bidder does not knowingly employ any person who is an unauthorized alien in connection with the services being provided.</p> <p>Bidder shall not knowingly employ or contract with an illegal alien to perform work for the City of Springfield, Missouri or enter into a contract with a sub-bidder/sub-contractor that knowingly employs or contracts with an illegal alien.</p> <div style="text-align: right; margin-top: 10px;"> <br/>           Affiant         </div> <div style="text-align: right; margin-top: 10px;"> <u>Angela Morelock</u><br/>           Printed Name         </div> |       |
| <p>Subscribed and sworn to before me this <u>21<sup>st</sup></u> day of <u>August</u>, 20<u>19</u>.</p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">  </div> <div style="width: 55%; text-align: right;"> <br/>           Notary Public         </div> </div>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |       |

SEAL

# O. E-Verify Program's Memorandum of Understanding Electronic Signature Page



Company ID Number: 69740

Client Company ID Number: 884366

Approved by:

|                                                                       |                                                             |
|-----------------------------------------------------------------------|-------------------------------------------------------------|
| <b>Employer</b><br>BKD, LLP                                           |                                                             |
| <b>Name (Please Type or Print)</b><br><br>Nicole Painter              | <b>Title</b><br><br>Employee Relations & Compliance Manager |
| <b>Signature</b><br><br>Electronically Signed                         | <b>Date</b><br><br>06.17.2015                               |
| <b>E-Verify Employer Agent</b><br>Tracker Corp.                       |                                                             |
| <b>Name (Please Type or Print)</b><br><br>Corey Johnson               | <b>Title</b>                                                |
| <b>Signature</b><br><br>Electronically Signed                         | <b>Date</b><br><br>08/08/2015                               |
| <b>Department of Homeland Security – Verification Division</b>        |                                                             |
| <b>Name (Please Type or Print)</b><br><br>USCIS Verification Division | <b>Title</b>                                                |
| <b>Signature</b><br><br>Electronically Signed                         | <b>Date</b><br><br>08/17/2015                               |



## Attachments

### Samples

As requested, a sample of the risk profile and sample reports have been provided in the following attachments.

## Attachment 1

# Risk Assessment Introduction

## Risk Assessment Consulting Report

A fundamental cornerstone to the success of any organization is the ability to meet established objectives. Objectives provide management guidance on the overall direction of the organization and can affect entity structure, resource allocation, policies and procedures. All objectives have inherent risks, which can slow down or prevent an organization from achieving its objectives.

A risk assessment involves the identification and analysis of relevant risks that threaten the achievement of an organization's objectives and assists management in determining how those risks should be managed. Risk assessments provide management with a proactive approach to remove potential barriers threatening the success of an organization. The results can assist management by focusing resources on the appropriate initiatives identified by the risk assessment.

The risk assessment process should be dynamic and nimble to appropriately respond to the organization's changing objectives and risk environment. Evaluation of risk today could look vastly different from an evaluation of the same risks in one year or even six months. Assessing risks should be considered a cycle starting with the board and management identifying the organization's goals, continuing through the assessment process to identify the risks, and resulting in mitigating and monitoring of those risks. Key stakeholders should discuss risk and objectives frequently to ensure proper alignment of the organization's internal controls, processes and policies with its current objectives.

### What is risk?

Risk is defined as the effect of uncertainty on business objectives according to the International Organization for Standardization (ISO).

### How is risk measured?

Risks are measured based on the probability of occurrence and the impact of the event. It is an estimate of the severity of adverse effects should a risk be realized. Likelihood is defined as the extent to which an area may be exposed or unprotected to various risk factors after existing controls have been taken into account.



The risk assessment process involves the identification of events or risks that could affect the organization's ability to meet its goals. This risk identification process typically involves senior management and subject matter experts as well as the individuals performing the day-to-day control activities. The risk identification process can include various individuals throughout the organization, but generally include finance/accounting, operations, human resources, information technology and operations.

# Risk Assessment Introduction

After the identification of possible events or risks, the risks are evaluated on impact and likelihood. Likelihood is defined as the extent to which an area may be exposed or unprotected to various risk factors after existing controls have been taken into account. Impact is defined as an estimate of the severity of adverse effects should risk be realized. This gives the overall inherent risk of that event. Inherent risk (IR) is the probability of loss or event arising out of circumstances or existing in an environment, in the absence of any action to control or modify the circumstances. IR represents the susceptibility of a business process, individually or in combination with others, to fraud, loss, theft, or error assuming that there are no mitigating controls. For example, the IR of an individual breaking into a facility is generally assessed based upon the economic value of the property inside the facility.

The process should take into account mitigating controls, which are often implemented to manage uncertainty and reduce the probability and/or likelihood of fraud, loss, theft, or error. Management ultimately is responsible for establishing mitigating controls. The cost-benefit of mitigating controls is typically taken into consideration when determining how many controls or how effective of a controls management is willing to accept, for example there are lower cost/less effective mitigating solutions and higher cost/more effective solutions. For example, management may install a simple key lock on a door to prevent unauthorized access, but it could alternatively install a much more effective, but expensive, biometric device.

Management is then left with the residual risk (RR), which is the risk remaining in a process after the control effectiveness is considered, including mitigating controls that have been applied to a process. Extending the door example above, the addition of a key lock on a door may reduce the risk of unauthorized access effectively if the assets are of low economic value. However, for a key data center or a storage facility for high-value inventory, a key lock on a door may not be the most effective method for restricting access. As such, there would be a higher-level of RR even after the lock is installed.

| Impact | Likelihood |        |      |
|--------|------------|--------|------|
|        | Low        | Medium | High |
| High   |            |        | IR   |
| Medium |            | RR     |      |
| Low    |            |        |      |

## Risk Assessment Introduction

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requires 100 account reconciliations a month vs. using purchasing cards with a single reconciliation.

- Reputational Risk – is related to something that would cause the organization's reputation to be questioned. As an example: if someone embezzles funds within an organization and the situation is reported to the media.
- Fraud Risk – is related to something that allows a fraud or theft of the organization's property or money. As an example: because of a lack of controls, it could be easier for someone to embezzle funds from petty cash accounts.

From the inherent risk perspective, each of the identified risks were measured utilizing the above risk types. Through discussions with management and assessment of documentation the risks were weighted and the overall impact and likelihood of the risk was established to understand the IR. The current control environment was then utilized to give an assessment of the overall RR to the organization.

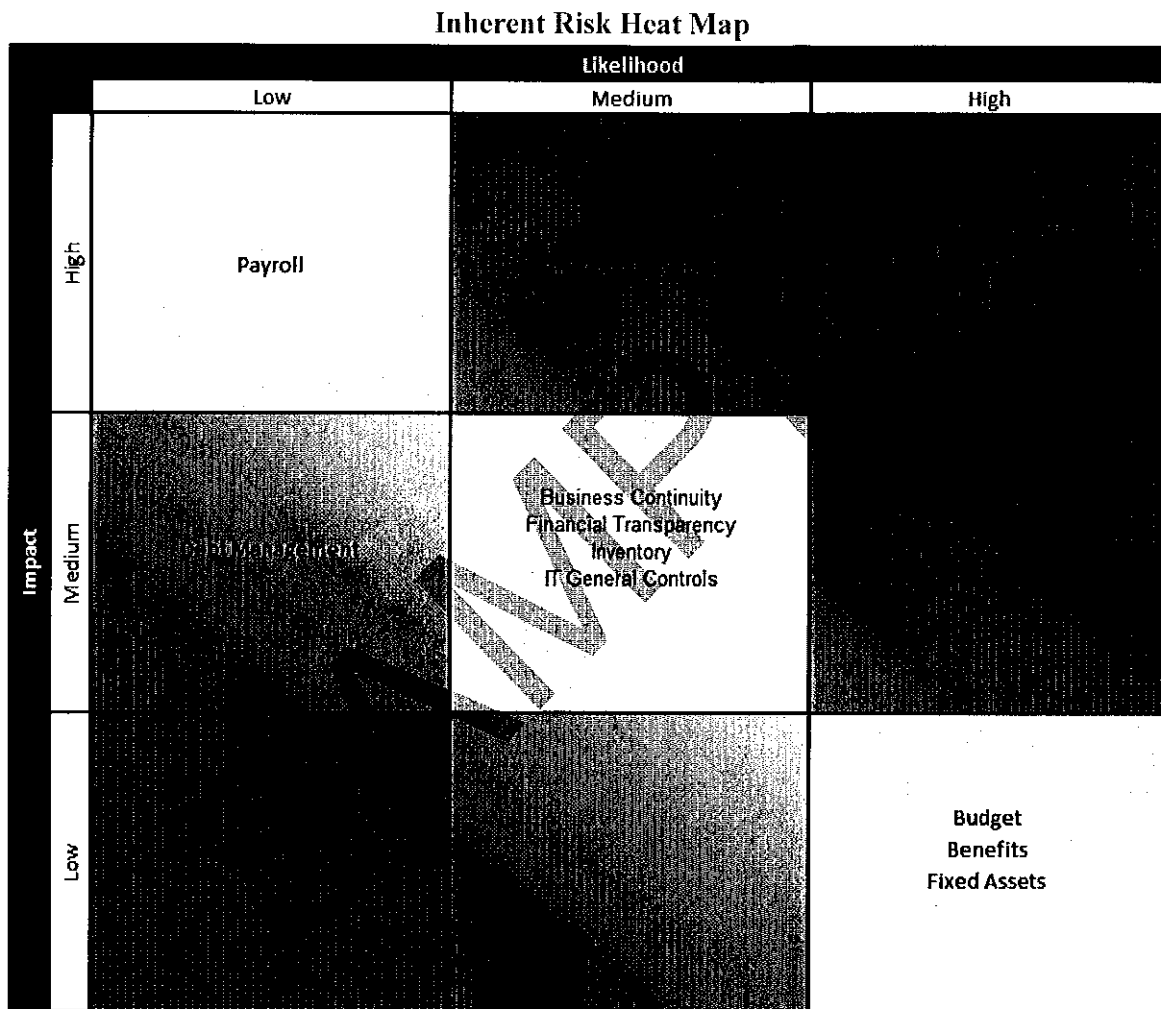
The ratings in this report do not imply judgment on how management is addressing risks nor does it make any conclusions on actual RR to the organization. This risk assessment performed by BKD was a high-level evaluation of the risks related to the accounting and finance department with the intention of providing a framework for a multi-year internal audit plan.

Based on the risks identified, BKD created a possible audit plan that could utilize to assess the controls in place designed to investigate identified risks. This plan was designed by considering the IRs to the processes as well as the identified risks and concerns based on the interviews that were conducted. The internal audit plan could be executed with the primary objective of identifying whether the organizational internal control structure is sufficient to safeguard assets and whether the organization is complying with established policies.

# Heat Maps

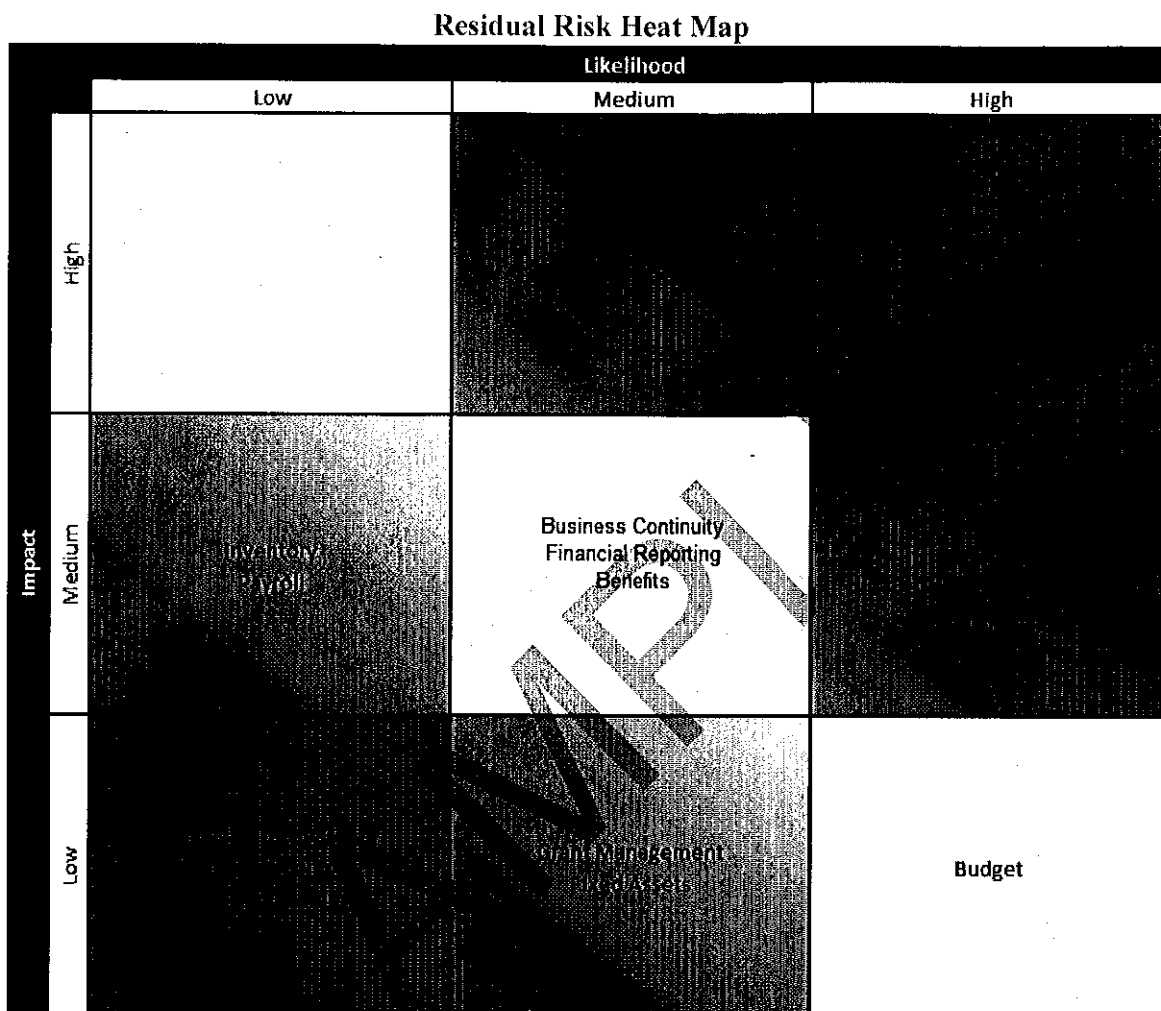
## Heat Maps

Utilizing the final inherent and RR scores, we plotted the overall risk levels into heat maps. The first map shows the IR of the areas covered by this assessment based on discussions with management.



We then mapped these same risks into a heat map to give visual representation to the current RR environment as it relates to the in-scope accounting processes. The RR was determined by discussions with management on their perception of the overall effectiveness of the existing control structure.

# Heat Maps



Risks were rated utilizing a 5 point scale.

1. **Low risk (1)** - Risks pose negligible amount of impact to the overall control environment. Should be covered as capacity permits. While not an immediate risk to the organization, a lack of oversight or internal audit coverage could lead to increased risk exposure.
2. **Moderate risk (3)** - May expose the organization to risk of loss of assets, data compromise or increased regulatory scrutiny. Typically re-assessed every two years but can be adjusted based upon other factors or compensating circumstances.
3. **High risk (5)** - A high-risk rating indicates that the scoped area may expose the organization to significant or immediate risk of loss, asset misappropriation, data compromise, regulatory scrutiny or business interruption. Items deemed as high risk should be covered annually.

# Heat Maps

In addition to the high-level heat maps above, BKD compiled process summaries for each in-scope process to describe an overview of the process, the key components within the process, the summary of risks within the area identified as part of the assessment, and the potential audit objectives that should be considered for the internal audit plan.

The following legends should be utilized in understanding the process summaries.

|   |                                                                                                                                                                                                                                                                                     |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| ↑ | This risk is trending up, meaning management believes it will become more prevalent or impactful in the future, indicating a large change in balance, a large increase in transactions or management is still fine-tuning processes or controls around the area.                    |
| ↓ | This risk is applicable and is trending down, meaning management is comfortable with the processes/controls, the numbers are steady or have minimal activity, or within the line item or it will become less prevalent or impactful in the future as the company continues to grow. |
| ↔ | This risk is applicable and its impact or prevalence is not anticipated to change significantly in the near future.                                                                                                                                                                 |

Risk factors should be updated at the conclusion of internal audits when significant changes occur within the defined areas or organizational objectives change. In addition, risk assessment results for every area should be periodically re-evaluated for appropriateness with respect to current operations.



# Potential Internal Audit Plan

## Emerging Risks

Organizations are frequently bombarded by new and emerging risks. With external environments that change and adapt quickly, employee turnover and a lack of centralized policies, an organization needs to be working to frequently evaluate their existing environment for areas of vulnerability. Areas that management or the board may not consider being an issue during the normal course of their risk assessment can suddenly become a risk to the organization. Risk assessments should be considered a continuous process. This process involves taking in information and determining if the organization is at risk.

Over the course of the risk assessment process, we discussed with management known risks at the time. However, at the conclusion of the larger risk assessment discussions, new areas came to light as potential risks that be considered when establishing and finalizing their audit plan.

| Emerging Risk Rating |              |
|----------------------|--------------|
| Risk Summary         | Rating/Brand |
| Impact               | High         |
| Likelihood           | High         |
| Direction            | ↑            |

## Attachment 2

# **School District of Springfield R-XII**

## **Purchasing Card Assessment Report**

Board of Education Presentation Date: April 23, 2019

**SAMPLE**



CONFIDENTIAL

## Contents

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| II. Executive Summary .....                         | 2  |
| III. Observations and Recommendations .....         | 5  |
| IV. Appendix A – Rating Terms and Definitions ..... | 12 |

SAMPLE

## Consultant Report Letter

Attn: Springfield School Board and Superintendent  
School District of Springfield R-XII  
1359 E. St. Louis St.  
Springfield, MO 65802

We are pleased to provide our report on the *Purchasing Card* assessment performed by **BKD, LLP** (BKD). We want to thank School District of Springfield (the District) management and staff members who contributed positively to our efforts.

We have performed the procedures enumerated in the Executive Summary of this report, which were agreed to by you pursuant to our engagement letter dated August 28, 2018. This engagement was not an audit and was not designed to provide assurance over the prevention or discovery of errors, misrepresentations, fraud, or illegal acts. Inherent limitations in any internal control structure are that errors, fraud, illegal acts, or instances of noncompliance may occur and not be detected. Controls may become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls, or management may override the system.

We were not engaged to provide an opinion with respect to the effectiveness of your controls or degree of compliance with your policies and procedures or applicable laws and/or regulations. Accordingly, we do not express such an opinion. Our procedures were performed on an interview basis and limited observation and inspection basis and cannot be relied upon to detect all errors or violations of laws, regulations, or Company policy. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. Our report is intended for use only by management of the District solely for reporting findings with respect to the procedures performed by us.

This report is not intended to be, and should not be, used by anyone other than the specified parties.

**BKD, LLP**

February 22, 2019

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## **II. Executive Summary**

### ***Background***

The District is Missouri's largest fully accredited school district with a reputation of academic excellence based on outstanding performance of its students and schools. The District is comprised of three early childhood centers, 31 elementary schools, one intermediate school, five middle schools, four K-8 schools, and five high schools (which are designated Missouri A+ Schools). Over 25,000 students attend these schools, and the District employs approximately 4,000 individuals. The District is focused on consistently providing quality education to the students. In addition to the schools, there are dozens of facilities, departments, and programs that help support this quality education.

District Purchasing Cards (P-Cards) are Central Bank credit cards that employee cardholders use to make purchases up to the cardholder per-transaction limit. The District's finance department centrally manages P-Cards. Certain aspects of the P-Card process take place at the school/facility level, while other activities are centrally processed at the administration building. For example, purchasing cards are issued to faculty members to make authorized purchases at the school/facility level. Once the monthly reconciliation of all P-Card activity is completed at the school/facility level, the monthly statements and supporting documentation are transmitted to the District's finance department to be further evaluated.

Each school and facility has a designated individual (a secretary at the schools and an administrative assistant at other facilities) who is responsible for collecting receipts, reconciling transactions, and transmitting required paperwork to the District office. Another designated individual (the principal at the schools and an administrator at other facilities) is responsible for reviewing transactions to ensure that each transaction supports the District's focus in providing quality education.

The District's finance department is responsible for importing all P-Card activity into the District's main financial system, the MU MIS accounting system.

As of February 2019, the District had a total of 701 active P-Cards (including 60 to 75 department P-Cards). During the period of November 1, 2017, through October 31, 2018, there were 16,023 transactions totaling \$2,165,192.

### ***Scope and Procedures***

We performed an evaluation of the District's P-Card operations. The scope of work for the 2018–2019 school year included assisting in the development of a risk assessment process to identify the overall risk within key operational areas and helping the District create an internal assessment plan, which led to a schedule of assessments to be performed. An internal assessment of P-Card operations was the first assessment for the current year plan. Our assessment, as conducted, is to provide recommendations for improving the District's related procedures and control design. The evaluation process consisted of interviews, inquiry, observation, analysis of documentation, and sampling as applicable.

Areas and activities evaluated included:

- District's Policies and Procedures over P-Cards
- Internal Controls over P-Cards
- Segregation of Duties around P-Cards
- Training Program used for P-Cards
- Monthly P-Card Reports
- District Lines of Authority

**SAMPLE**

### III. Observations and Recommendations

#### Observation #1: P-Card Procedures

##### *Observation Rating: Low*

**Strengths:** The District's written procedures are primarily found in a 20-page document known as the Purchasing Card Procedures (P-Card Procedures). There are other documents (collectively known as "Supporting Detailed Procedures") that go into further detail on some of the procedures discussed in the P-Card Procedures. The P-Card Procedures and Supporting Detailed Procedures cover many of the areas recommended in the Government Finance Officers Association's *Best Practice – Purchasing Card Programs*, including:

- instructions on employee responsibility and written acknowledgements signed by the employee;
- spending and transaction limits for each cardholder both per transaction and on a monthly basis;
- written requests for higher spending limits;
- record keeping requirements, including review and approval processes;
- guidelines on the appropriate uses of purchasing cards, including approved and unapproved vendors;
- guidelines for making purchases by telephone, fax, and over the internet;
- periodic audits for card activity and retention of sales receipts and documentation of purchases;
- timely reconciliation by cardholders and supervisors (monthly);
- procedures for handling disputes and unauthorized purchases;
- procedures for card issuance and cancellation, lost or stolen cards, and employee termination; and
- segregation of duties for payment approvals, reconciliations, and accounting.

Per discussion with the District's finance department staff, the P-Card Procedures are reviewed on an annual basis, which falls in line with the Government Finance Officers Association's *Best Practice – Purchasing Card Programs* recommendation that "documentation of accounting policies and procedures should be evaluated annually and updated periodically, no less than once every three years, according to a predetermined schedule. Changes in P-Card Procedures and Supporting Detailed Procedures that occur between these periodic reviews should be updated in the documentation promptly as they occur. A specific employee should be assigned the duty of overseeing this process. Management is responsible for ensuring that this duty is performed consistently."

**Weakness:** Even though the District's finance department reviews the P-Card Procedures on an annual basis, there is no documentation to indicate that the annual review actually took place. The



## School District of Springfield R-XII | Purchase Card Assessment Report

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revised date on the P-Card Procedures reflects the last time there was an actual change or update, not the last time there was a review.

**Recommendation:** The District should consider adding the date of the most recent annual review to the P-Card Procedures. The addition of the most recent annual review date will provide clarity to all users that the P-Card Procedures are current.

### ***Management Response***

A review date has been added to all District finance department procedure documents, including the P-Card Procedures.

### **Observation Rating – See Scale in Appendix A**

Significance – Low (1)

Likelihood – Low (1)

Aggregate Rating – Low (1)

### **Observation #2: Issuing New Cards**

#### ***Observation Rating: Medium***

There are two main types of P-Cards that are issued at the District: individual cards and department cards. Individual cards are issued directly to an individual District staff member in his or her name. Department cards are cards that are issued to entire schools or departments (e.g., Facilities Services) at District sites. Department cards are in the school or department's name and can be checked out by site staff who do not have individual P-Cards to make purchases.

**Strengths:** The cardholder must go into the District's finance department and present his or her driver's license/state ID to the Purchasing Card Coordinator to receive the new card. At this time, the cardholder receives training from the Purchasing Card Coordinator regarding the review and approval process for transactions in the Central Bank website, support needed for each transaction (receipts, etc.), and other items noted in the P-Card Procedures. Also, the department cards eliminate the need for certain staff members who make minimal purchases to be issued an individual card.

**Weaknesses:** While department cards help reduce the total number of issued P-Cards, there is also additional risks to be considered. Staff members who utilize the department cards could potentially save the card numbers in online accounts or memorize the card numbers and utilize after checking in the department card. Sometimes, it is unclear who is responsible for disputed charges on department cards. Ultimately, the secretaries are responsible for department cards, but there might be cases where it would be more appropriate for the cardholder to reimburse the District for charges due to tax, disallowed items, missing receipts, or other errors. However, these disputed charges are not a frequent occurrence. Also, when department cards are issued to schools, not all of the forms are completed compared to the issuance of individual cards. For issuing department cards, the secretary does not complete the form that allows the District to deduct disallowed charges from payroll. In some cases, the secretaries have their own individual cards for which they have had to complete this form, but not all secretaries have an individual card. Therefore, the

## School District of Springfield R-XII | Purchase Card Assessment Report

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District may not be able to withhold funds from the secretary's paycheck for disputes on department cards.

**Recommendations:** The District should re-evaluate the pros and cons of issuing department cards. If the cons outweigh the pros, then the District should consider canceling all department cards. All non-cardholders could make purchases through expense reimbursements, purchase orders, etc. If the pros outweigh the cons, then the District should consider developing procedures that are specific to department cards. These procedures should address instances where the cardholder should be responsible for disputed charges instead of the secretary. The District should consider the risks presented to secretaries when the secretaries are responsible for the charges on department cards. The District should also require staff to complete the form authorizing the District to deduct disallowed charges from the staff's payroll before the staff can check out the department cards. There could be a major financial risk for the secretaries if there is an error, disputed charge, or missing receipt on a department card purchase for a substantial amount.

### **Management Response**

Administration will assess the benefits and associated risks of issuing department cards.

While individual procedures currently exist for department cards, administration will embed within the current P-Card Procedures a separate section related to department cards. Administration will also require staff responsible for department cards to sign a form authorizing the District to deduct disallowed charges from their payroll.

### **Observation Rating – See Scale in Appendix A**

Significance – High (3)

Likelihood – Low (1)

Aggregate Rating – Medium (3)

### **Observation #3: Reviewing P-Card Transactions**

#### **Observation Rating: Medium**

Three different levels must review and approve transactions in the Central Bank website: the cardholder (or "reviewer"), the reconciler (this is typically the financial secretary or the school secretary), and the administrator (this is the principal or the principal's supervisor).

**Strengths:** At least one high school secretary requests that cardholders complete a purchase form that provides the amount, the cardholder name, and the reason for the purchase. The form serves as a lead sheet that provides background information for the charge that the secretary finds helpful. In addition, school secretaries have an annual training where they all get together and discuss their respective processes and experiences, including P-Cards. Changes to the GL Code made by the reconciler are reviewed by the Accounting Clerk.

**Weaknesses:** We noted that there were cases where the reviewer and the reconciler were the same individual. Through discussions with the District's finance department staff and review of monthly approval reports from Central Bank, the reconciler (school or financial secretary) does have the

## School District of Springfield R-XII | Purchase Card Assessment Report

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ability to approve transactions under the cardholder role as well as the reconciler role. The reason for this set-up is some reconcilers are also cardholders and need to be able to approve under both roles. However, there are some situations where the reconciler is approving as the cardholder for other staff members as well. Furthermore, there are 22 administrators that can approve under his or her role, the reconciler's role, and the cardholder's role. These 22 administrators (known as "proxy approvers") consist of the principals' supervisors and other supervisors of high-level administrators who approve in the administrator role for their respective subordinates. Since the reconciler is capable of approving under the cardholder's role, it is possible that the reconciler could get ahold of the cardholder's card or card number and make purchases without the cardholder's knowledge. However, the likelihood of this occurring is low as cardholders are to report missing cards immediately and the card numbers are not easily accessible to the reconcilers. The District is aware and currently working with Central Bank on the issues. We also noted that at multiple schools, only the secretary has been trained to perform the reconciliation. This could be an issue if the secretary becomes unavailable for an extended period of time.

**Recommendations:** The District's finance department should consider re-educating the site secretaries and cardholders that signing for a cardholder is prohibited and that each cardholder must review and approve his or her own transactions. If a cardholder cannot complete his or her review in a timely manner so that the reconciler and administrator can meet the due date for paperwork, the reconciler and/or administrator should reach out to the District's finance department to discuss how to properly handle the transactions that have not been properly reviewed. The District's finance department should also consider including the specific items that the cardholder, reconciler, and administrator should be looking for during review of the P-Card Procedures. The District should also consider implementing the lead sheet purchase form at all schools if it is beneficial to the reconcilers/secretaries.

### **Management Response**

Administration recognizes that the current setup allows reconcilers to review as cardholders during the approval process. Meetings have been scheduled with Central Bank to look at system enhancements that do not allow for this functionality or other possible solutions. The District finance department will begin monitoring compliance of appropriate approvals and addressing all non-compliant issues.

Administration will add language to the procedures to indicate to a cardholder to contact the District finance department should they be unable to review their transactions due to extenuating circumstances.

Finance has currently completed individual responsibility sheets for the cardholder, reconciler, and approver that will be communicated in the near future and included in all future training materials.

Administration will include the lead sheet form within the P-Card Procedures as a tool for those that feel it to be beneficial.

### **Observation Rating – See Scale in Appendix A**

Significance – High (3)

Likelihood – Low (1)

Aggregate Rating – Medium (3)

## Observation #4: Required Documentation and Disallowed Charges

### Observation Rating: Medium

**Strength:** Cardholders are required to retain original itemized sales slips, cash register receipts, invoices, order forms, and receiving documents. If a group meal is purchased, all persons (groups) present at the meal must be identified along with the meal's business purpose. If a transaction is credited, the cardholder must submit the original itemized credit receipt to the reconciler.

**Weakness:** The definitions of disallowed costs within the P-Card Procedures and Supporting Detailed Procedures do not cover everything that might be disallowed. For example, airlines have many new charges that have not existed previously. These charges include fees to secure seat assignment, fees for bags and oversized bags, fees for paying online, fees for using overhead bins, fees for carry-on bags, fees to change flights, fees for more leg room, fees to be closer to the front of the plane, and fees to check in early.

**Recommendation:** The District should consider analyzing the definitions of disallowed costs within the P-Card Procedures and Supporting Detailed Procedures to identify and improve disallowed cost definitions, such as the new airline charges. The District should consider determining if these charges should be allowable or not and defining these charges as allowable or disallowable within both the Travel Procedures and P-Card Procedures.

### Management Response

The District agrees to review airline fees and add to both the Travel Procedures and P-Card Procedures.

### Observation Rating – See Scale in Appendix A

Significance – High (3)

Likelihood – Low (1)

Aggregate Rating – Medium (3)

## Observation #5: Yearly Analysis of P-Cards

### Observation Rating: Low

In August of 2018, the District's finance department began an annual review process over P-Card transactions from the previous year to determine if individuals should have P-Cards revoked for lack of use or adjustments to limits. The process is initiated by the Purchasing Card Coordinator through reports from the Central Bank website. These reports are reviewed by the Accounting Manager, Assistant Director, and Director of Finance and assessed for card cancellation or adjustment of limits up or down.

**Strength:** The annual review process will aid in identifying underutilized P-Cards that should be canceled and reduce the risk P-Cards being hacked and fraudulent purchases.

## School District of Springfield R-XII | Purchase Card Assessment Report

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**Weakness:** The process and review criteria for the annual analysis of P-Cards is not documented in the P-Card Procedures.

**Recommendations:** The District should consider developing and documenting procedures for the annual analysis of P-Cards and specific criteria for canceling cards or changing limits.

### **Management Response**

Administration will document the procedures for this yearly analysis. There will be general criteria guidelines for cancelling cards and evaluating limits documented, as cards are reviewed on an individual basis and circumstances may vary for each cardholder.

### **Observation Rating – See Scale in Appendix A**

Significance – Low (1)

Likelihood – Low (1)

Aggregate Rating – Low (1)

### **Observation #6: Transaction Testing**

#### **Observation Rating: High**

During transaction testing, we noted that out of 30 P-Card transactions had an exception(s), which are summarized below:

- Four exceptions where the reviewer and reconciler were the same individual.
- Two exceptions where the travel form was excluded from the P-Card transaction support.
- One exception where the signature form showing which students received the prizes purchased was not included in the P-Card transaction support.
- One exception where the receipt provided was not itemized.
- One exception where the purchase was made for furniture that should have been ordered through SchoolDude.
- Three out of the six transactions accounted for multiple exceptions.

**Recommendations:** As noted in Observation #3, the District's finance department should consider re-educating the site secretaries and cardholders that signing for a cardholder is prohibited and that each cardholder must review and approve his or her own transactions.

### **Management Response**

As indicated in response to Observation #3, administration will be working with Central Bank to find a solution to address the reconciler approving as the reviewer.

## School District of Springfield R-XII | Purchase Card Assessment Report

Board of Education Presentation Date: April 23, 2019

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Travel form - during a process change, the procedures requiring this form were not updated to reflect the change in process. Administration will update the procedures to reflect the change in process.

Signature form – a reminder communication will be sent to all cardholders indicating what is required for those upcoming events at the end of the year that may present these types of transactions.

Itemized receipt has been subsequently obtained for our records.

Furniture purchase consisted of two office chairs.

### Observation Rating – See Scale in Appendix A

Significance – High (3)

Likelihood – High (3)

Aggregate Rating – High (9)

SAMPLE

## IV. Appendix A – Rating Terms and Definitions

### Observation Risk Classification

Risks and observations are categorized in one of three ways: Low, Medium, and High. Classification is decided following consideration of the significance of impact and likelihood of occurrence. A high volume of related or repeat issues may result in risks and/or observations normally categorized as low risk being elevated in risk classification. To promote consistency in understanding, the following guidance is provided:

### Correlation of Significance and Likelihood to Risk

| Likelihood | Significance |            |            |            |
|------------|--------------|------------|------------|------------|
|            |              | Low (1)    | Medium (2) | High (3)   |
|            | High (3)     | Medium (3) | High (6)   | High (9)   |
|            | Medium (2)   | Low (2)    | Medium (4) | High (6)   |
|            | Low (1)      | Low (1)    | Low (2)    | Medium (3) |

**Risk Scale:** Low (1 to 2); Medium (3 to 5); High (6 to 9)

#### Likelihood:

- Low: Unlikely to occur but could
- Medium: Possible and likely to occur sometime
- High: Likely or almost certain to occur frequently

#### Significance:

- Low: Little or no potential impact on strategic governance, revenue/funding, expenses, operational performance, quality and service delivery, human resources, regulatory compliance, students and employees, security, or reputation.
- Medium: Impacts governance opportunities, overall student or employee population, may cause some increase in expense or loss of revenue/funding, degradation of quality or performance, minor regulatory fines, missed grant or other regulatory requirements, increased security risk, or reputational exposure.
- High: Significant or unacceptable increase in expenses or loss of revenue/funding, weak governance, low or unacceptable quality or performance, regulatory penalties, breach of grants or contracts, security concerns, or significant or unacceptable reputational impact.

## Attachment 3





**Risk Assessment and Internal Assessment Plan**  
**Fiscal Year Ending June 30, 2019**

**August 21, 2018**

**School District of Springfield R-XII**

CONFIDENTIAL

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# Table of Contents

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## School District of Springfield R-XII Risk Assessment and Internal Assessment Plan

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SAMPLE

## Consultant Report

Springfield School Board and Superintendent  
School District of Springfield R-XII  
1359 E. St. Louis St.  
Springfield, MO 65802

We are pleased to provide the proposed internal assessment plan for the year ending June 30, 2019, which was performed by **BKD, LLP** (BKD). We want to thank the Springfield School District (the District) Board of Education (Board) members and executive management who contributed positively to our efforts.

We have performed the procedures enumerated in Section II of this report which were agreed to by you pursuant to our engagement letter, dated August 2, 2018, in the "Summary of Engagement" section. This engagement was not an audit and was not designed to provide assurance over the prevention or discovery of errors, misrepresentations, fraud or illegal acts. We were engaged to assist the District in performing a risk assessment and building an internal plan to help identify the overall risk within each operational area and create a schedule of assessments to be performed.

We were not engaged to provide an opinion with respect to the effectiveness of any processes, controls or degree of compliance with your policies and procedures or applicable laws and/or regulations. Accordingly, we do not express such an opinion. Our procedures were performed on an interview basis and cannot be relied upon to detect all risks, to include errors or violations of laws, regulations, or Organizational policy, which the District may encounter. Had we performed additional or more extensive risk assessment procedures, other risks and auditable areas might have come to our attention, which would have been further considered in the creation of the internal assessment plan. Our report and accompanying internal assessment plan is intended for use only by the Board and management of the District solely for creating a schedule of assessments to be performed by us.

This report is not intended to be, and should not be, used by anyone other than the specified parties.

**BKD, LLP**

August 21, 2018

CONFIDENTIAL

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# I. Risk Assessment & Internal Assessment Plan

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In performance of the internal assessment role, it was necessary to conduct an annual entity-wide risk assessment. A risk assessment assists the District Board and Superintendent in deciding which areas of the District should be selected for focus of the internal assessment effort.

During the risk assessment process, BKD assisted executive management in developing the following key steps in completing the risk identification and assessment process:

1. Build rapport between key organizational objectives/goals to departments, functions and key processes.
2. Identify specific risks believed to be impacting the District through interviews of select BOD, Executives and/or process owners using financial, operational, IT and legal risk exposures as the main risk categories.
3. Assess the impact and likelihood of the key risks identified to ascertain a composite "risk score" or ranking.
4. Using the composite risk scores/ranking, drill down as necessary to identify key processes/subprocesses (*i.e.*, department functions, processes or programs) that may individually or collectively exceed the District's risk appetite and warrant further assessment.
5. Identify a population of potential auditable units throughout the District based on the risk assessment process.
6. Refine the population of auditable units into a proposed Internal Assessment plan and present recommendations to Executive Management and the Board.

---

## II. Scope and Procedures

---

The purpose of this section is to provide an overview of the scope and detailed procedures related to the risk assessment and internal assessment plan process.

### **Risk Assessment & Internal Assessment Plan Process:**

The internal risk assessment and the ongoing refresh processes are critical to identifying and filtering activities internal audit can perform to provide measurable benefit to an organization. In the initial risk assessment (Fiscal Year ending June 30, 2018), BKD identified that the District had over 110 processes and subprocesses. There were 19 potential high-risk areas identified that were mapped back to the assessment universe to create a process road map on which to build for further risk mapping, ranking and risk comparison between operating areas in subsequent years. BKD subsequently met with the Board to discuss the initial risk results and whether there had been any material changes as it pertained to the audit universe with regard to the "risk score" or ranking of the 110 areas initially identified. The Board noted no material changes, as such, BKD felt comfortable relying on the current audit universe as the foundation of the internal assessment plan for the year ended June 30, 2019.

BKD has discussed the proposed internal assessment plan with the Board and executive management. This document will serve as the primary guide for carrying out the yearly internal assessment plan.

SAMPLE

### III. Proposed Internal Assessment Plan

Based on the process and procedures outlined above, following is the proposed internal assessment plan for the fiscal year ending June 30, 2019. This plan has been discussed with the Board and executive management and will serve as the primary guide for carrying out the projects as listed below.

| Proposed Internal Assessment Area | Preliminary Scope                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Proposed Timing |
|-----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Purchasing Cards                  | New process installed at the beginning of 2017 to replace AMEX card process. Management continues to work through installation and process milestones in 2017.                                                                                                                                                                                                                                                                                                                                               | Q1              |
| Cash Handling                     | Accounting focused assessment of the District-wide policies concerning the organization's cash handling. Detailed assessment of the policies, procedures and internal control design to encompass the cash receipt, disbursement and wire/ACH processes, policy dissemination across the District and data analytic assessments to ascertain compliance in areas where applicable. Focus will include an assessment of gate receipt handling, student activity receipts, and reconciliations of fundraisers. | Q2/Q3           |
| Federal & State Funding           | Assessment focusing on the compliance process and controls for accepting, monitoring, and reporting federal and state grants.                                                                                                                                                                                                                                                                                                                                                                                | Q3              |
| Follow-up Assessments (3)         | Conduct follow-up assessments to ascertain management's status with installing management response(s) to prior year recommendations                                                                                                                                                                                                                                                                                                                                                                          | Quarterly       |
| Risk Assessment & IA Plan         | Refresh the risk assessment process and build an internal assessment plan for Fiscal Year 2020                                                                                                                                                                                                                                                                                                                                                                                                               | April/May 2019  |

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Who's yours?

**BKD**  
CPAs & Advisors

[bkd.com](http://bkd.com)

October 31, 2019

Mr. David Holtmann, Director of Finance  
City of Springfield  
218 E. Central  
Springfield, MO 65801-8368

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide to City of Springfield (the City).

#### **OUR SERVICES AND RESPONSIBILITIES**

We will provide internal audit services for the City during fiscal year 2020. We will perform certain procedures in each area identified in the internal audit plan. The overall objective of our services will be to perform procedures on the internal control systems that the City has in place over the areas identified in the internal audit plan agreed to by the City based on our assessment of the relevant inherent risks in the internal control systems. The City has sole responsibility for the sufficiency of the procedures to be performed on the areas identified in the internal audit plan and will approve the procedures performed prior to performance of the procedures.

This engagement is not designed to prevent or discover errors, misrepresentations, fraud or illegal acts, and you agree we have no such responsibility.

We will not make management decisions or perform management responsibilities, the responsibility for which remains with the City. We will not perform any of your obligations, nor are we responsible for managing operations of the City.

We have not been engaged to provide an opinion with respect to the effectiveness of your controls over financial reporting or the degree of compliance with your policies and procedures or applicable laws and/or regulations.

We will submit reports to management and the Finance and Administration Committee of City Council summarizing the procedures performed, the results of those procedures and any suggestions we may have for improving the Company's system of internal control, accounting policies, procedures and operations. Based upon the results of the procedures, you may determine additional procedures are necessary. Any such additional procedures we may perform will be agreed to, in writing, and will be performed for an additional fee.



## **YOUR RESPONSIBILITIES**

You agree to provide us with the information required for our consulting services, and you are responsible for the accuracy and completeness of that information. A list of information and assistance that management will need to provide will be supplied by us prior to the beginning of each internal audit. Your failure to fulfill this responsibility in a timely manner may impair our ability to provide service.

Our engagement will not include a detailed examination of all transactions and cannot be relied upon to detect misstatements that might exist due to error, fraud, illegal acts or violations of laws, regulations or company policy. However, we will inform you of any such matters, if material, that come to our attention. Management is responsible for notifying us of changes in policies and procedures that may affect or necessitate a re-evaluation of compliance. In addition, management is responsible for advising us of any adverse communications with its regulators or other third parties, including its legal counsel, which may affect compliance with policies, procedures, laws or regulations. It should be understood that management has the responsibility for the proper recording of transactions, safeguarding of assets and preparation of financial statements. Management is also responsible for establishing and maintaining effective internal control and setting the proper tone; creating and maintaining a culture of honesty and high ethical standards; and establishing appropriate controls to prevent, deter and detect fraud, illegal acts and noncompliance with laws and regulations. Because of the limits in any internal control structure, errors, fraud, illegal acts or instances of noncompliance may occur and not be detected. Also, in the future, procedures could become inadequate because of changes in conditions or deterioration in design or operation. Two or more people may also circumvent controls or management may override the system.

In addition, we may perform other services for you that are not covered by this engagement letter. You agree to assume full responsibility for the substantive outcomes of the services described above and for any other services we may provide, including any findings that may result. You also acknowledge these services are adequate for your purposes, and you will establish and monitor the performance of these services to ensure they meet management's objectives. Any and all decisions involving management responsibilities related to these services will be made by you, and you accept full responsibility for such decisions. We understand you have designated a management-level individual to be responsible and accountable for overseeing the internal audit function, and you have determined this individual is qualified to conduct such oversight. You will determine the scope, risk and frequency of the internal audit activities. In addition, you will evaluate the findings and results arising from the internal audit activities. You are responsible for evaluating the adequacy of the procedures performed and the findings resulting from the performance of those procedures by, among other things, reviewing our report. In addition, we will comply with independence guidance issued by the American Institute of Certified Public

Accountants (AICPA), Securities and Exchange Commission (SEC), Public Company Accounting Oversight Board (PCAOB) or other regulatory bodies, as applicable.

### **ENGAGEMENT FEES**

Our fees will be based on time expended and the City understands the final scope and level of effort, based on hours and total time invested for each audit, will determine how many audits are ultimately completed. Accordingly, we have estimated the time required for the engagement to be 400 hours and expect our fees to be \$77,586.

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. We will issue progress billings during the course of our engagement, and payment of our invoices is due upon receipt. Interest will be charged on any unpaid balance after 30 days at the rate of 10% per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10%.

Our engagement fees do not include any time for post-engagement consultation with your personnel or third parties, inquiries from regulators or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

If our invoices for this or any other engagement you may have with BKD are not paid within 30 days, we may suspend or terminate our services for this or any other engagement. In the event our work is suspended or terminated as a result of nonpayment, you agree we will not be responsible for any consequences to you.

### **OTHER ENGAGEMENT MATTERS AND LIMITATIONS**

The employees of BKD are not, under any circumstances, your employees. Decisions regarding management of the City remain the responsibility of your personnel at all times.

Our services do not include interpretation of legal matters. You should seek the advice of legal counsel in such matters. Regulatory authorities may interpret circumstances differently than we do. In addition, the applicable laws, regulations and regulators' enforcement activities may change over time.

Our workpapers and documentation retained in any form of media for this engagement are the property of BKD and will be maintained in our offices. Our workpapers will be retained for seven

years in accordance with our workpaper retention policies. We agree to make workpapers available to the City upon request.

We will use and rely on information furnished by you, your employees and representatives and on information available from generally recognized public sources. We are not responsible for the accuracy and completeness of the information and are not responsible to investigate or verify it.

Any liability of BKD and its personnel to you is limited to the amount of the fee you paid for this engagement as liquidated damages.

You accept that these procedures are not a substitute for management's responsibility to ensure controls are in place to prevent and detect theft and all other forms of fraud and illegal acts. Therefore, you agree we are not responsible for the cost of damages or any liability arising from errors or irregularities, fraud, defalcations or any other form of noncompliance or theft caused by current or former employees, directors, public officials or third parties.

We can be compelled to provide information under legal process. In addition, we may be requested by regulatory or enforcement bodies to make certain workpapers available to them pursuant to authority granted by law or regulation. You agree that we have no legal responsibility to you in the event we provide such documents or information.

You agree that any dispute regarding this engagement will, prior to resorting to litigation, be submitted to mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The American Arbitration Association will administer any such mediation in accordance with its Commercial Mediation Rules. The results of the mediation proceeding shall be binding only if each of us agrees to be bound. We will share any costs of mediation proceedings equally.

Either of us may terminate these services at any time. Both of us must agree, in writing, to any future modifications or extensions. If services are terminated, you agree to pay us for time expended to date

If any provision of this agreement is declared invalid or unenforceable, no other provision of this agreement is affected and all other provisions remain in full force and effect.

We may from time to time use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your information. In addition, we will secure confidentiality agreements with all service providers to maintain the

confidentiality of your information. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider.

You agree to assume full responsibility for maintaining your original data and records and that BKD has no responsibility to maintain this information. You agree you will not rely on BKD to provide hosting, electronic security or backup services, *e.g.*, business continuity or disaster recovery services, to you unless separately engaged to do so. You understand that your access to data, records and information from BKD's servers, *i.e.*, BKDconnect, can be terminated at any time and you will not rely on using this to host your data and records.

We will, at our discretion or upon your request, deliver financial or other confidential information to you electronically via email or other mechanism. You recognize and accept the risk involved, particularly in email delivery as the internet is not necessarily a secure medium of communication as messages can be intercepted and read by those determined to do so.

You agree you will not modify these documents for internal use or for distribution to third parties. You also understand that we may on occasion send you documents marked as draft and understand that those are for your review purpose only, should not be distributed in any way and should be destroyed as soon as possible.

Any time you intend to reference our firm name in any manner in any published materials, including on an electronic site, you agree to provide us with draft materials for our review and approval before publishing or posting such information.

This engagement letter represents the entire agreement regarding the services described herein and supersedes all prior negotiations, proposals, representations or agreements, written or oral, regarding these services. It shall be binding on heirs, successors and assigns of you and BKD.

BKD is a registered limited liability partnership under Missouri law. Under applicable professional standards, partners of **BKD, LLP** have the same responsibilities as do partners in a general accounting and consulting partnership with respect to conformance by themselves and other professionals in BKD with their professional and ethical obligations. However, unlike the partners in a general partnership, the partners in a registered limited liability partnership do not have individual civil liability, directly or indirectly, including by way of indemnification, contribution, assessment or otherwise, for any debts, obligations or liabilities of or chargeable to the registered limited liability partnership or each other, whether arising in tort, contract or otherwise.

We are an independent accounting firm allowed to use the name "Praxity" in relation to our practice. We are not connected by ownership with any other firm using the name "Praxity," and we will be solely responsible for all work carried out by us on your behalf. In deciding to engage us, you acknowledge that we have not represented to you that any other firm using the name "Praxity" will in any way be responsible for the work that we do.

We will be pleased to discuss this letter with you at any time and look forward to the opportunity of serving you. If the above arrangements are acceptable to you, please sign the enclosed copy of this letter and return it to us. If the signed copy you return to us is in electronic form, you agree that such copy shall be legally treated as a "duplicate original" of this agreement.

**BKD, LLP**

*BKD, LLP*

The services and arrangements described in this letter are in accordance with our understanding and are acceptable to us.

**CITY OF SPRINGFIELD**

BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 13  
Filed 10-29-19

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019 - 248

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

AMENDING Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land Development Code.’  
(Recommended by Plans and Policies Committee.)

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

Section 1 – City Council hereby amends Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land Development Code,’ as follows:

(Note: Language to be added is underlined. Language to be deleted is ~~stricken~~.)

#### ARTICLE I. – ADMINISTRATION AND ENFORCEMENT OF CODES

##### DIVISION 1. - APPLICABILITY AND SCOPE

##### Sec. 36-100. - Purpose.

This article shall cover the administration and enforcement of the regulations of the 2018 International Code Series, the adopted International Energy Conservation Code, and the 2017 National Electrical Code as adopted by the city and amended from time to time, hereinafter referred to as "these codes." The 2018 International Code Series includes the International Building Code, the International ~~Fire~~ Fuel Gas Code, the International Mechanical Code, the International Plumbing Code, the International Residential Code, the International Private Sewage Disposal Code, the International Existing Building Code, ~~the International Fire Code,~~ the International Swimming Pool and Spa Code and the International Property Maintenance Code.

##### Sec. 36-101. - Scope.

(10) Scope of International Swimming Pool and Spa Code. The provisions of this code shall apply to the construction, alteration, movement, renovation, replacement, repair and maintenance of aquatic recreation facilities, pools and spas. The pools and spas covered by this code are either permanent or temporary and shall be only those that are designed and manufactured to be connected to a circulation system and that are intended for swimming, bathing or wading. Flotation tank systems intended for sensory deprivation therapy shall not be considered to be included in the scope of this code.

(11) Scope of International Energy Conservation Code (IECC). The provisions of this code shall apply to commercial buildings and sites not governed by the International Residential Code, and associated systems and equipment. Where a building includes both residential and commercial occupancies, each occupancy shall be separately considered and meet the applicable provisions of IECC--Commercial Provisions or IECC--Residential Provisions. Residential buildings not governed by the residential code shall meet the provisions of IECC - Residential provisions. Commercial buildings shall meet the provisions of International Energy Conservation Code --Commercial Provisions.

Exceptions:

- a. Storm windows installed over existing fenestration.
- b. Glass only replacements in an existing sash and frame.
- c. Existing ceiling, wall or floor cavities exposed during construction provide that these cavities are filled with insulation.
- d. Construction where the existing roof, wall or floor cavity is not exposed.
- e. Reroofing for roofs where neither the sheathing nor the insulation is exposed. Roofs without insulation in the cavity and where the sheathing or insulation is exposed during reroofing shall be insulated either above or below the sheathing.
- f. Replacement of existing doors that separate conditioned space from the exterior shall not require the installation of a vestibule or revolving door, provided, however, that an existing vestibule that separates a conditioned space from the exterior shall not be removed.
- g. Alterations that replace less than 50 percent of the luminaires in a space, provided that such alterations do not increase the installed interior lighting power.
- h. Alterations that replace only the bulb and ballast within the existing luminaires in a space provided that the alteration does not increase the installed interior lighting power.

- i. Low energy buildings. The following buildings, or portions thereof, separated from the remainder of the building by building thermal envelope assemblies complying with this code shall be exempt from the building thermal envelope provisions of this code:
- i. Those with a peak design rate of energy usage less than 15 Btu/h · ft<sup>2</sup> (47.4 W/m<sup>2</sup>) or 4.4 watt/ ft<sup>2</sup> (47.4 W/m<sup>2</sup>) of floor area for space conditioning purposes.
  - ii. Those that do not contain conditioned space.
  - iii. Occupancies Storage Group S, Utility and Miscellaneous Group U, and Factory Group F provided they are thermally isolated from other occupancies within the same building. The provisions of the IECC shall apply to these other occupancies within the same building.
  - iv. Occupancy classification S-1, S-2, F-1, F-2, U.
- j. Historic buildings. Any building or structure that is listed in the State or National Register of Historic Places; designated as a historic property under local or state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places, are exempt from this code.

Sec. 36-102. - Intent.

The purpose of these codes is to establish the minimum requirements to safeguard the public health, safety, and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment. They shall provide a minimum standard by regulating and controlling the design, construction, installation, quality of materials, location, energy efficiency, operation and maintenance or use of all systems addressed by these codes.

Sec. 36-113. - Change in use.

It shall be unlawful to make any change in the use or occupancy of any structure or portion thereof or to any system which would subject it to any special provisions of these codes, without approval of the building official, and the building official's certification that such structure or system meets the intent of the provision of the law governing building construction for the proposed new use and occupancy. Such change of use shall not result in any greater hazard to the public safety or welfare. Spaces undergoing a change in occupancy that would result in an increase in demand for either fossil fuel or electrical energy shall comply with this code. Where the use in a space



changes from one use in International Energy Conservation Code Table C405.5.2(1) or (2) to another use in table International Energy Conservation Code C405.5.2. (1) or (2), the installed lighting wattage shall comply with section International Energy Conservation Code C405.5. Any non-conditioned space that is altered to become conditioned space shall be required to be brought into full compliance with the International Energy Conservation Code.

Sec. 36-120. - Building official—Duties and powers.

The building official shall enforce all of the provisions and shall act on any question relative to the use and enforcement of these codes except as otherwise specifically provided for by statutory requirements. The building official shall be permitted to approve specific software, worksheets, compliance manuals and other materials that meet the intent of the International Energy Conservation Code.

#### DIVISION 4. - PERMITS AND FEES

Sec. 36-128. - When permit is required.

- (3) *Work exempt from permit.* Exemptions from permit requirements of these codes shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of these codes or any other laws or ordinances of this jurisdiction. Work not listed herein shall be assumed to require a permit unless indicated otherwise in writing by the building official or his or her duly authorized representative. Permits shall not be required for the following:

b. *Electrical:*

4. Electrical wiring, devices, appliances, apparatus, or equipment operating at less than 25 volts and not capable of supplying more than 50 watts of energy on projects governed by the International Residential Code.
6. ~~The repair or replacement of existing outlets and devices in the same location with similar equipment that is not adding additional load to the service or feeder, but not the attached branch circuit.~~ The repair or replacement of existing receptacles, devices and fixtures, provided the load on the circuit is not increased. Installation of new branch circuits requires a permit.
8. Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Sec. 36-134. – Construction Submittal documents.

171  
172 For projects not governed by the residential code, submittal documents  
173 consisting of construction documents, statement of special inspections, geotechnical  
174 report where required, compliance certificates, and other data required by administrative  
175 ruling or otherwise by the building official shall be submitted in two or more sets with  
176 each permit application, or electronically using the City's ProjectDox system where  
177 required. The construction documents for projects not governed by and conforming to  
178 the adopted residential code shall be prepared, sealed and signed by a registered  
179 design professional consistent with the professional registration laws of the State of  
180 Missouri, and submitted electronically using the City's ProjectDox system. Where  
181 special conditions exist, the building official is authorized to require additional  
182 construction documents to be prepared, sealed and signed by a registered design  
183 professional.

184  
185 For projects governed by the residential code, submittal documents consisting of  
186 construction documents, and other data required by administrative ruling or otherwise  
187 by the building official shall be submitted in two or more sets with each permit  
188 application, or electronically using the City's ePlans - ProjectDox system.

189  
190 Exception: The building official is authorized to waive the submission of construction  
191 documents and other data not required to be prepared by a registered design  
192 professional if it is found that the nature of the work applied for is such that review of  
193 construction documents is not necessary to obtain compliance with this code.

194  
195 ~~All construction documents required for a permit application shall be prepared by a~~  
196 ~~registered design professional consistent with the professional registration laws of the~~  
197 ~~State of Missouri. The construction documents shall include the name and address of~~  
198 ~~the registered design professional(s) in accordance with the professional registration~~  
199 ~~laws of the State of Missouri.~~

200  
201 Exception:

202  
203 ~~The building official shall be authorized to waive the submission of construction~~  
204 ~~documents and other data if it is found that the nature of the work applied for can be~~  
205 ~~clearly described to the code official and is such that reviewing of construction~~  
206 ~~documents is not necessary to obtain compliance with these codes. The building~~  
207 ~~official is authorized to waive the requirement that the construction documents must~~  
208 ~~be prepared by a registered design professional if in the opinion of the building~~  
209 ~~official the proposed work is minimal in nature and/or would not result in an~~  
210 ~~increased threat to the health, welfare, and safety of the public. Construction~~  
211 ~~documents, except a site plan per subsection 36-135(6), are not required for one-~~  
212 ~~and two-family residential construction unless the design of the structure is such~~  
213 ~~that, in the opinion of the code official, it contains elements that are non-standard for~~  
214 ~~light-frame construction. Construction documents may be required by the building~~  
215 ~~official for any element of a one- or two-family dwelling meeting these criteria.~~

(1) ~~*Design professional in responsible charge.*~~ When it is required that documents be prepared by a registered design professional, the building official shall be authorized to require the owner to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The building official shall be notified in writing by the owner if the registered design professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

(2) ~~*Required with application.*~~ The application for the permit shall be accompanied by not less than one copy of specifications and as many sets of construction documents as required by the building official drawn to scale, with sufficient clarity and detail dimensions to show the nature and character of the work to be performed so that compliance with these codes is shown. Construction documents must be complete and comply with section 36-135 of this section as to their content before being reviewed and before a permit may be issued. When quality of materials is essential for conformity to these codes, specific information shall be given to establish such quality. These codes shall not be cited, or the term "legal" or its equivalent be used, as a substitute for specific information. If, in the course of the work, it is found necessary to make any change from the approved construction documents on which a permit has been issued, amended construction documents shall be submitted. All amended construction documents shall be approved prior to the installation of the work. The construction documents for buildings shall indicate where penetrations will be made for systems, and the materials and methods for maintaining required structural safety, fire-resistance rating, and fire-blocking.

Sec. 36-135. - Contents of Information on construction documents.

Construction documents shall be dimensioned and shall be drawn upon suitable material where not required to be submitted electronically. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of the adopted codes and relevant laws, ordinances, rules and regulations, as determined by the building official, and shall include information required by administrative ruling.

~~In addition to all the above, the following items, but not limited to, shall be shown on the construction documents if deemed necessary to show code compliance. All design documents shall be formatted in accordance with departmental standards.~~

(1) ~~*Building.*~~ Construction documents shall state the use group, construction type, height, area, and occupant load, and clearly designate the means of egress,

egress travel distance, fire areas, fire walls, fire separation assemblies, fire protection system, and fire stopping. The documents shall also include details and specifications of all structural systems and components.

(2) ~~Plumbing and private sewage disposal.~~ Construction documents shall include a plan view of the work. A sewer riser diagram may be required to clearly show the vertical portion of a plumbing system. Such construction documents shall clearly show the pipe size, grade of horizontal piping, drainage fixture unit load the waste and vent systems, and the supply fixture unit load for the water system and the layout and spacing of fixtures, and the size, material, and location of all building and storm sewers and drains. The specifications for a private sewage disposal system shall include information on pumps and controls, dose volumes, vertical lift, pipe friction loss, pump performance curve, pump model, and pump manufacturer.

(3) ~~Mechanical and fuel gas.~~ Construction documents shall include all applicable features and clearances of the appliances and systems, including size and type of apparatus, construction of flue, stack or chimney, stack connections, type of fuel, method of operation, the method of compliance with all regulations for the class and type of equipment installed, fuel supply load and pipe sizes and calculations and ventilation calculations and fresh air requirements.

(4) ~~Electrical.~~ Construction documents shall include a riser diagram, the location and required load of all lighting facilities, electrically operated equipment and electrical circuits required for all service equipment, all electrically controlled devices, including signal communicating and lighting systems and associated wiring, all emergency lighting and exit lights, all electrical equipment and control of heating, refrigeration and ventilating machinery and devices, all fire protective signaling systems, automatic fire detection systems, fire department communications and supervisory services, all temporary construction lighting, all wiring of display signs and all power control electric operation and circuit wiring of elevators and escalators.

(5) ~~Fire suppression.~~ Construction documents shall include all applicable elements as prescribed in the adopted building code and the referenced NFPA standards.

(6) ~~Site plan.~~ There shall be a site plan for commercial and residential property showing to scale the size and location of all new construction and all existing structures on the site, all utility locations and connections, easements, distances from lot lines, the established street grades, and the proposed finished grades; and it shall be drawn in accordance with an accurate boundary line survey.

Exception:

309 ~~Street grades for proposed finished grades are not required for one- and~~  
310 ~~two-family dwellings. Final grading shall provide a downward slope away~~  
311 ~~from the structure along all foundation walls. The slope of the final grade~~  
312 ~~shall be as required by the adopted residential building code. For lots~~  
313 ~~adjoining curbed streets, the garage floor shall be located a minimum of six~~  
314 ~~inches above the top of curb of the adjoin street, unless approved by the~~  
315 ~~building official prior to the start of construction. Where the grade of the lot~~  
316 ~~makes it impractical to set the garage floor elevation above the top of curb,~~  
317 ~~or top of bank of the roadside ditch, the driveway surface shall be a~~  
318 ~~minimum of three inches lower than the surface of the garage floor~~  
319 ~~measured at point five feet outside of the garage door. The building official~~  
320 ~~may establish more stringent grading requirements where conditions exist~~  
321 ~~that could result in the building or structure being subjected to inundation.~~  
322 ~~All utility locations and connections are not required for one and two-family~~  
323 ~~dwellings.~~

324  
325 ~~(7) *Private sewage disposal system site plan.* The site plan shall indicate the~~  
326 ~~location of a private sewage disposal system when a public sewer is not~~  
327 ~~available. All technical data and soil test reports required by the private sewage~~  
328 ~~disposal code shall be submitted with the site plan. All percolation tests shall be~~  
329 ~~prepared by a registered design professional or under the direct supervision~~  
330 ~~thereof, and the lateral field and tank location reviewed by the building official~~  
331 ~~before a building or plumbing permit may be issued.~~

332  
333 Sec. 36-139. - Approved Examination and approval of construction documents.  
334

335 The building official shall examine, or cause to be examined, the submittal  
336 documents. When the building official issues a permit, all sets of the construction  
337 documents for projects not governed by, and conforming to, the adopted residential  
338 code shall be stamped or endorsed "APPROVED" in writing all sets of approved  
339 construction documents for projects not governed by the residential code "Approved,"  
340 Construction documents that have not received a comprehensive review shall be  
341 stamped or endorsed "FOR REFERENCE ONLY". and aAt least one set of such  
342 approved or for reference only construction documents shall be retained by the building  
343 official and one other set shall be kept at the building site, open to inspection of the  
344 building official or an authorized representative at all reasonable times.  
345

346 Design professional in responsible charge. Where it is required that documents be  
347 prepared by a registered, design professional, the building official shall be authorized to  
348 require the owner, or the owner's authorized agent, to engage and designate, on the  
349 building permit application, a registered design professional who shall act as the  
350 registered design professional in responsible charge. If the circumstances require, the  
351 owner, or the owner's authorized agent, shall designate a substitute registered design  
352 professional in responsible charge who shall perform the duties required of the original  
353 registered design professional in responsible charge. The building official shall be  
354 notified in writing by the owner, or the owner's authorized agent, if the registered design

professional in responsible charge is changed or is unable to continue to perform the duties. The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

#### Sec. 36-146. - Fees.

- h. Re-inspection fees. When it becomes necessary to make more than one re-inspection on the same violation because it was not corrected after the first inspection, then the permit holder shall pay an additional re-inspection fee as set forth in chapter 2 of the Springfield City Code. All refunds shall be made in accordance with the fee-refund policies prescribed by the City of Springfield.

### DIVISION 5. – INSPECTION

#### Sec. 36-148. - Required inspections and testing.

(5) Floor framing inspection. Where framed floors are constructed over crawl spaces without a minimum vertical clearance of 32 inches from the bottom of floor joists to bottom surface of the crawlspace, and without a minimum vertical clearance of 18 inches from bottom of girders to bottom surface of crawlspace, a floor framing inspection shall be required before the floor framing is completely covered by subflooring and flooring. Until the floor framing is inspected and approved the subflooring and flooring shall remain uninstalled at each of the following and at two separate locations of each condition to allow access and inspection: a) corner foundation anchor bolts b) girder to pier shim conditions c) girder to foundation pocket d) minimum of 8 linear running length of foundation wall with typical anchor bolt installation.

(6) Blocking and sheathing inspection. Blocking and sheathing shall be inspected prior to installation of any material that will conceal blocking or sheathing from view, and prior to frame and masonry inspection.

(57) Frame and masonry inspection. Framing and masonry inspections shall be made after the roof deck or sheathings, masonry, all framing, fire-blocking, fire-stopping, draft-stopping, and bracing are in place and pipes, chimneys, and vents to be concealed are complete and after the rough-in inspections are approved for the area inspected.

(8) Building envelope insulation and sealing inspection. Insulation and sealing of the building envelope shall be inspected on projects governed by the adopted International Residential Code before installation of finishes or any element that will cover the sealing and insulation work and prevent inspection. If building construction fails to meet the requirements of the approved drawings and codes and the contractor does not correct the deficiencies the building inspector has the authority to require building envelope and duct leakage testing.

(69) *Fire- and smoke-resistant penetrations.* Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

(710) *Fire-resistance-rated construction inspection.* Where fire-resistance-rated construction is required, the building official shall require an inspection of such construction after all lathing and/or wallboard is in place, but before any plaster is applied, or before wallboard joints and fasteners are taped and finished.

(811) *Inspections and testing of systems.* Systems shall include, but are not necessarily limited to, mechanical, electrical, plumbing, fire suppression, and fuel gas systems. The building official, upon notification from the permit holder or the permit holder's agent, shall make the following inspections and other such inspections as necessary, and shall either release that portion of the construction or shall notify the permit holder or the permit holder's agent of violations that must be corrected. The holder of the permit shall be responsible for the scheduling of such inspections.

#### Sec. 36-150. - Special inspections.

Special inspections, shall comply with the International Building Code, as determined by the code official, and with administrative rulings.

### DIVISION 6. – CERTIFICATE OF USE AND OCCUPANCY

#### Sec. 36-155. - New buildings.

A building or structure hereafter erected shall not be used or occupied in whole or in part until a certificate of occupancy shall have been issued by the building official. A certificate of occupancy will not be required for an accessory structure less than 400 square feet in area. A compliance certificate indicating that the building or structure was constructed in accordance with the drawings approved by the building official, signed by an authorized agent of the contractor, shall be submitted prior to issuance of a certificate of occupancy.

#### Sec. 36-156. - Buildings hereafter altered.

A building or structure hereafter enlarged, extended or altered to change from one use group to another or to a different use within the same use group, in whole or in part, and a building or structure hereafter altered for which a certificate of occupancy has not been heretofore issued, shall not be occupied or used until the certificate of use and occupancy shall have been issued by the building official, certifying that the work has been completed in accordance with the provisions of the approved permit. A compliance certificate indicating that the building or structure enlarged, extended or altered was constructed in accordance with the drawings approved by the building official, signed by

an authorized agent of the contractor, shall be submitted prior to issuance of a certificate of occupancy.

Sec. 36-160. – Certificate Required.

(3) Floor and Roof Design Loads

- a. Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for live loads exceeding 50 psf (2.40 kN/m<sup>2</sup>), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

Exception: Posting of live loads will not be required for first-floor-concrete-slab on grade nor in corridors for office, residential, and penal-institution uses.

- b. Issuance of certificate of occupancy. A certificate of occupancy shall not be issued until the floor-load signs have been installed.
- c. Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

Sec. 36-171. – Penalty clause.

~~Any person found guilty-convicted of: violating any provision of this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be penalized punished as provided in accordance with the City Code chapter 1, section 1-7 of the City Code, general penalty. Continuing violations shall be penalized by imposition of a fine not less than~~ A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

Section 3 – Severability Clause. If any section, subsection, sentence, or clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. Council hereby declares



that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2019-248**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

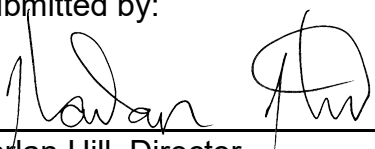
PURPOSE: Amending Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land Development Code.’  
(Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current Article I. – ‘Administration and Enforcement of Codes’ enforced by the City is the 2012 Article I. – Administration and Enforcement of Codes. By adopting the 2018 Article I. – Administration and Enforcement of Codes, the City will be adopting the most up-to-date, nationally-recognized, Article I. – Administration and Enforcement of Codes. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

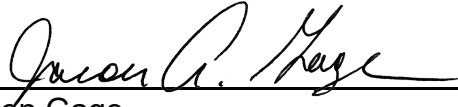
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department (“BDS”) has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 34  
Filed: 10-29-19

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 249

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING the City of Springfield Land Development Code, Article IV, 'Building  
2 Trades, Appeals, and Licensing,' to clarify existing language, delete  
3 unnecessary language, and amend certain language by repealing Article  
4 IV in its entirety, and enacting in lieu thereof a new Article IV, 'Building  
5 Trades Examination and Certification Board.' (Recommended by Plans  
6 and Policies Committee.)  
7 \_\_\_\_\_  
8

9 WHEREAS, said Article IV contains language that requires updating or removal;  
10 and  
11

12 WHEREAS, the Board of Building, Housing and Crafts Appeals is no longer a  
13 standing board; and  
14

15 WHEREAS, the Building Trades Examination and Certification Board will oversee  
16 trades specified herein and conducted within Springfield city limits; and  
17

18 WHEREAS, the current Article IV which is attached hereto and incorporated  
19 herein by this reference as "Exhibit A," shows changes in detail.  
20

21 NOW, THERFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF  
22 SPRINGFIELD, MISSOURI, that:  
23

24 Section 1 – Land Development Code Article IV is hereby repealed and replaced  
25 with the following new Article IV:  
26

27 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
28

29 ARTICLE IV. – BUILDING TRADES EXAMINATION AND CERTIFICATION BOARD  
30

31 DIVISION 1. – SCOPE AND PURPOSE  
32

33 Sec. 36-500. – Scope.

This Article IV regulates the examination and certification of trades conducted within Springfield city limits, except to the extent superseded by state law.

Sec. 36-501. – Purpose.

The purpose of this article is to: 1) establish the Building Trades Examination and Certification Board, define its jurisdiction, and authorize it to certify and register members of various building crafts or trades; 2) provide certification and registration guidelines and fees; and, 3) provide uniform administrative procedure.

DIVISION 2. – BOARD AND JURISDICTION

Sec. 36-502. – Building Trades Examination and Certification Board.

There is hereby established a Building Trades Examination and Certification Board, which will consist of 11 members. The membership of the Board shall include at least: 1) two persons certified or licensed in the electrical field; 2) two persons certified or licensed in the gas fitting trades; 3) two persons certified or licensed in the mechanical field; 4) two persons certified or licensed in the plumbing field; 5) two building contractors (one from the residential field and one from the commercial field); and, 6) one person not associated directly or indirectly with the building trades or its industry. The city manager will nominate, and the city Council will appoint, Board members.

Members' terms will be three years, but members may serve until their successors are appointed. Members will serve staggered terms so that one third of the Board is appointed each year. Initial appointments will be such that one-third of the members serve one year, one-third two years, and one-third three years. Members may not serve more than two successive terms and may be reappointed after a lapse of more than one year. The Board will elect a chairman and a vice-chairman from among its members. The Board may establish member-conduct rules.

Sec. 36-503. – Jurisdiction of the Building Trades Examination and Certification Board.

The Building Trades Examination and Certification Board (the Board), has jurisdiction over:

- (a) Examinations and examination procedures for all examinations this article requires. The Board may use a testing agency to perform, in whole or in part, the examinations described in this article.
- (b) Whether an applicant for certification possesses the necessary work experience, educational experience, or both, to qualify to take a written examination towards certification, or grant approval of a license based on Section 36-506 of this code. Any applicant who submits false or misleading

information will be disqualified from examination and any further certification process.

(c) Disciplinary actions to be taken against persons certified or registered under this article. The director of building development services may institute disciplinary actions by filing charges with the Board. The Board may suspend, revoke, or refuse to renew any certification or registration granted pursuant to this article if the director of building development services proves the truth of the charges to be more probable than not.

(d) Granting temporary certificates as provided in section 36-507.

### DIVISION 3. – MEETINGS AND RECORDS, PROCEDURES, EXPERIENCE STANDARDS, AND TEMPORARY CERTIFICATES

#### Sec. 36-504. – Meetings and Records.

Board meetings and records may be closed as authorized by law.

#### Sec. 36-505. – Procedures before the Board of Building Trades Examination and Certification Board.

- (a) *Meetings*. The Board will have at least one regularly scheduled meeting per month to consider all matters filed with the Board. In the absence of any business, regular meetings may be canceled. The chairman, in accordance with rules adopted by the Board, may call special meetings.
- (b) *Quorum*. A quorum is six members in attendance. When a quorum is lacking for any meeting, the chairman, vice-chairman, or those present may adjourn to a specified time and invite the attendance of other members.
- (c) *Public hearings*. All meetings and access to records shall be subject to Chapter 610, RSMo, as amended. Interested parties may present evidence informally.
- (d) *Evidentiary matters*. The Board will determine facts and apply law to the facts. The Board will not follow formal rules of evidence, but will receive testimony under oath, and base all decisions on substantial and competent evidence.
- (e) *Evidentiary burden*. The applicant for certification shall have the burden of producing evidence and demonstrating by clear and convincing proof that the applicant has the minimum qualifications for such certification.
- (f) *Decisions*. The Board may grant, revoke, or impose conditions on a certification. A decision to revoke or impose conditions requires seven affirmative votes or a majority of all members present, whichever is greater, and

shall be in writing.

- (g) *Enforcement of decisions.* The director of building development services will enforce Board decisions.

Sec. 36-506. – Standards for judging experience.

The Board will apply the following standards to determine whether an applicant may proceed to the written-examination stage of the certification process.

- (a) Masters for electrical, mechanical, and plumbing certification shall have at least four years of satisfactory experience as a journeyman in the building trade for which certification is sought. If the applicant does not hold a valid journeyman card and he wishes to take the masters examination, he shall have at least ten years of satisfactory experience in the building trade for which certification is sought.
- (b) Journeymen applying for electrical, mechanical, and plumbing certification shall have at least four years of performing work in the building trade for which certification is sought under supervision of a master. If the applicant is not under the supervision of a certified master and he wishes to take the journeyman examination, he shall have at least six years of satisfactory experience in the building trade for which certification is sought.
- (c) Masters for gas certification, who currently hold a master plumbing or master mechanical certification, shall have at least four years of satisfactory experience as a master plumber or mechanical master and at least two years as a gas journeyman. Masters for gas, who currently hold a journeyman gas certification, shall have at least four years of satisfactory experience.
- (d) Journeyman certification for gas shall have at least four years of performing work in the plumbing or mechanical trade under the supervision of a certified master or be a certified plumbing or mechanical master. If the applicant is not under the supervision of a certified master and he wishes to take the journeyman examination, he shall have at least six years of satisfactory experience in the plumbing or mechanical trade.
- (e) The Board has discretion to accept an appropriate mix of practical and education experience.
- (f) Upon approval for testing by the Board, an applicant may sit for the next regularly-scheduled examination. If the applicant fails a first examination, such applicant may sit for re-examination at the next, or subsequent, regular examination session upon paying the required testing fees to the testing agency up to one year from the date of approval by the Board. If the applicant fails to pass the required examination within this time, he may reapply to the Board for

170 consideration to take the required examination.

- 171
- 172 (g) The Board may certify an applicant once such applicant meets the requirements
- 173 of this section and has passed the examination required by the city. The passing
- 174 test score must meet or exceed the minimum score required by the city at the
- 175 time the application is received.
- 176

177 Sec. 36-507. – Temporary certificates.

178

179 The Board may issue a temporary certificate (except for masters) when an applicant

180 has: 1) previously exhibited skills and acceptable qualifications to an examining board of

181 another political subdivision of this state or any other state; 2) submitted the original or

182 properly-certified copy of a currently-valid certificate of qualification for the classification

183 for which a temporary certificate is made; 3) and, filed an affidavit stating the maximum

184 period he intends to perform work in the city is 90 days. The Board will exercise its

185 sound discretion in accepting proof of qualifications to issue a temporary certificate. If

186 accepted, the Board will issue a temporary certificate valid for no more than 90 days.

187

188 DIVISION 4. – DIRECTOR OF BUILDING DEVELOPMENT SERVICES

189

190 Sec. 36-521. – Responsibilities.

191

192 The director of building development services has responsibility to:

193

- 194 (a) Establish procedures and forms for making applications for certification;
- 195
- 196 (b) Accept applications for certification;
- 197
- 198 (c) Issue and renew certifications and to accept all fees pursuant thereto;
- 199
- 200 (d) Enforce the provisions pertaining to certification; and
- 201
- 202 (e) Bring charges before the Board against those who:
- 203

204 1) Violate the provisions of this article; or,

205

206 2) Commit an offense so detrimental to the public health, safety, and

207 welfare that it requires immediate action.

208

209 Sec. 36-522. – Technical assistance.

210

211 The director of building development services will serve the Board as executive

212 secretary. A clerk from the department will record Board proceedings. The clerk will

213 keep a detailed record of all proceedings on file in the department.

214

215 Sec. 36-523. – Minimum procedures for administration and testing.

216  
217 Upon receiving an application, the director of building development services will  
218 distribute a copy of the rules governing application, testing, and certification to the  
219 submitting applicant. The director of building development services will select a testing  
220 agency to examine such applicant's knowledge of a specific subject matter.

221  
222 Sec. 36-524. – Registration required.

223  
224 The director of building development services will require persons engaged in building  
225 trades to register annually on forms the director provides. Apprentices and electrical,  
226 gas fitting, plumbing, and mechanical contractors must register.

227  
228 Sec. 36-525. – Miscellaneous powers.

229  
230 (a) The director of building development services may require additional information in  
231 application forms. Masters must notify the director within 30 days of a change in  
232 employment status.

233  
234 (b) From time to time, the director of building development services may promulgate  
235 written rules and regulations to implement the provisions of this article. Once the  
236 Board approves such rules and regulations, they shall be effective when  
237 conspicuously posted in the Department of Building Development Services and filed  
238 in the city clerk's office for two weeks.

239  
240 Sec. 36-526. – Authority of Director of Building Development Services.

241  
242 Upon reasonable cause to believe that a person has failed to register, the director of  
243 building development services may bring charges before the Board to suspend, revoke,  
244 or refuse to renew a certificate, registration, or license. Conviction of an offense under  
245 this chapter does not preclude other remedies.

## 246 247 DIVISION 5. – CERTIFICATION HOLDERS, REGISTRANTS, AND LICENSEES

248  
249 Sec. 36-531. – Responsibilities.

250  
251 Under the following conditions, the director of building development services will issue  
252 qualification certificates and registration cards according to this article and the  
253 Springfield City Code. Certificate holders, registrants, and licensees must comply with  
254 these conditions:

255  
256 (a) Obtain a permit when required.

257  
258 (b) Present his or her permit, certificate, registration card, or license upon request  
259 from building development services personnel or have the registration card



visibly present on the person for verification.

(c) Follow permit conditions and approved drawings and specifications, unless building development services personnel approve variations in writing.

(d) Notify and obtain inspection services when required by this code.

(e) Pay any lawful fee assessed under code authority.

(f) Obey any lawful order issued under code authority.

(g) Maintain satisfactory levels of competence, workmanship, and recognized practice, as established in city ordinances.

Sec. 36-532. – Certification required.

(a) It is unlawful to labor at the following trades without certification as required by this article:

(1) Master or journeyman plumber;

(2) Master or journeyman electrician;

(3) Master or journeyman gas fitter; or,

(4) Master or journeyman of mechanical systems.

(b) Unless specifically exempt, it is unlawful for any person to perform or engage in electrical work, gas fitting, plumbing, or mechanical work, as defined by the codes, without first securing required licenses or permits.

Sec. 36-533. – Definitions.

*Journeyman of mechanical systems* means a person who is qualified to install, maintain, repair, fabricate, alter, or extend central air conditioning, refrigeration, heating, and ventilating, including duct work and all appurtenances, apparatuses, piping vessels, ducts, and insulation used in connection therewith while employed and supervised by a master of mechanical systems.

*Maintenance of existing mechanical systems* includes only the work necessary to maintain an existing system in operation. The term does not include adding new systems, replacing existing heating and cooling appliances with new appliances, or any work requiring a permit. A person may maintain an existing mechanical system without being certified or licensed. Maintenance work may be performed in all types of buildings.

*Master of mechanical systems* means a person qualified to install, maintain, repair, fabricate, alter, or extend air conditioning, refrigeration, heating, or ventilation, unlimited in horsepower or tons, including all duct systems, boiler and unfired pressure vessel systems, solar heating and cooling systems, and all appurtenances, apparatuses, or equipment used in connection therewith, as well as piping, duct work, insulation of pipes, vessels, and ducts.

*Mechanical systems* include heating systems, ventilating systems, cooling systems, steam and hot water heating systems, process piping, boilers and pressure vessels, appliances utilizing gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, duct work, crematories, and air pollution systems.

*Refrigeration journeyman* means a person qualified to install, maintain, repair, or alter any system of refrigeration intended to be used for food and product preservation while employed or supervised by a master of mechanical systems.

*Sheet metal journeyman* means a person qualified to fabricate, install, repair, alter, or extend sheet metal work while employed or supervised by a master of mechanical systems.

#### Sec. 36-534. – Apprentices.

Before a person not certified to perform electrical, plumbing, gas fitting, or mechanical work may be permitted to aid in such work, such person shall register by name, age and address, name of present employer, past employment record, and name of supervisory employee. Upon registration and issuance of a registration card, such person shall be entitled to engage in, and work at, the appropriate building trade as an apprentice in the employ of a master of an electrical, gas fitting, plumbing, or mechanical contracting firm and shall be supervised at the job site at all times during which they are engaged in work by a certified journeyman or master working for the employer who is physically present at the job site, except that such supervisor may for good reason leave the job site during such work for two periods each day, not to exceed 30 minutes each, once during the morning and once during the afternoon.

#### Sec. 36-535. – Electrical, gas fitting, plumbing, and mechanical contractors.

(a) A person, before performing electrical, gas fitting, plumbing, or mechanical work, must register by business name, officers' names, and address. Such person must also designate the name of the certified master authorized to apply for permits, accept service of process, and designate the names of other certified personnel responsible for work crews.

(b) Electrical, plumbing, mechanical, and gas fitting contractors must be licensed and work under the supervision of a master plumber, master of mechanical systems, master electrician, or master gas fitter holding a certificate of

351 qualification. An applicant for a license may qualify in the following ways:

352  
353 (1) If an individual, by personal certification or by certification of a responsible  
354 managing employee.

355  
356 (2) If a co-partnership or limited partnership, by certification of a general  
357 partner or a responsible managing employee.

358  
359 (3) If a corporation or other business organization, by the certification of the  
360 responsible managing officer or the responsible managing employee.

361  
362 (c) The certified master plumber, master electrician, master of mechanical systems,  
363 or master gas fitter, qualifying on behalf of an individual or firm, must directly  
364 supervise and control of his employer's or principal's construction operations and  
365 effect full compliance with the provisions of the various codes, ordinances, rules,  
366 and regulations of the city applicable to their trade or work.

367  
368 (d) The license shall be valid only if the registered supervisor remains in the employ  
369 of the licensee in an active, full-time capacity.

370  
371 Sec. 36-536. – Mechanical contractor—Duties.

372  
373 Any person registered as a mechanical contractor may install and service mechanical  
374 systems in any building within the corporate limits of the city. To install plumbing and/or  
375 gas in a mechanical system, a mechanical contractor must be a certified master  
376 plumber and/or a certified gas fitter or have both in his employment to perform such  
377 installation. The master of mechanical systems employed or acting as the mechanical  
378 contractor is responsible for the work of journeymen of mechanical systems,  
379 refrigeration journeymen, sheet metal journeymen, and apprentices on his job, whether  
380 in his employment or under his supervision.

381  
382 Sec. 36-537. – Gas fitters.

383  
384 (a) Any person who is presently certified as a gas fitter by the director of building  
385 development services shall henceforth automatically be certified as a master gas  
386 fitter, except that any such person who has previously passed only the written  
387 examination for journeyman gas fitter shall be certified by the director of building  
388 development services hereafter as a journeyman gas fitter until such person shall  
389 pass the master gas fitter examination.

390  
391 (b) Certified journeyman gas fitters may perform gas work on projects which have a  
392 plumbing and/or mechanical permit stating that gas work is a part of the permitted  
393 project under the supervision of a master plumber or master of mechanical systems.  
394 Only certified master gas fitters may apply for, and be issued, separate permits for  
395 gas work on projects for which gas work is not included in the plumbing or  
396 mechanical permit. Only employment of a certified master gas fitter shall qualify a

gas contractor to perform separate gas fitting services as described above.

Sec. 36-538. – Bonding and insurance.

Prior to issuing or authorizing the issuance of any plumbing, electrical, mechanical, or gas fitting contractor license, the director of building development services shall require a surety bond, evidence of an escrow, or evidence of deposit with the director of finance a \$5,000.00 cash reserve bond for restoration of any street, sidewalk, and other public property and for the incurring of other expenses or charges by the city (such as removal of construction wastes, cleanup of streets and sidewalks, etc.) in the event the applicant fails to restore such item with the same materials, in the same manner, and to its original condition. In addition, the contractor shall submit a policy of general liability and property damage insurance naming both the holder of the certificate, registration card, or license and the city and its officers, agents, and employees as insured, or, in the director's discretion, a certificate of insurance evidencing same. Said policy shall be for coverage of at least \$100,000.00/\$300,000.00 for general liability and \$50,000.00 property damage. Said policy shall also not be capable of cancellation without provision of ten days' written notice to the city. Submission of the policy or certificate naming the city as an insured may be waived by the director of building development services should he determine that the city has in force a blanket general liability and property policy to protect the city and its officers, agents, and employees from liability insurance from negligent inspections and from the failure to inspect or that the Missouri law protects the city from liability from negligent inspection or failure to inspect.

Sec. 36-539. – Lapse of registration.

The registration required by section 36-535 shall lapse whenever a person no longer has the designated certified master in his active employ and does not replace said master in accordance with the following:

- (a) If the individual qualifying for the license ceases, for any reason, to be connected with the individual or firm to whom the license is issued, the licensee and the registered officer, employee, or supervisor qualifying for such license, or the owner of the business, shall notify the department of building development services within 30 days from the cessation of such association. If notice is given, the license shall remain in force until another supervisor is qualified, but not to exceed 60 days from such notice.
- (b) If the licensee or his registered employee or managing officer qualifying for the license fails to notify the department of building development services in writing within the 30-day period, at the end of the period the license shall be automatically suspended. The license shall be reinstated only upon the qualification of a registered supervisor in place of the one who has ceased to be connected with the licensee.

DIVISION 6. – FEES AND LICENSES

Sec. 36-541. – Permits required.

Any individuals performing any craft trades covered by this Article, in and around any building within the corporate limits of the city, must obtain a permit from the department of building development services before commencing the work.

Sec. 36-542. – Permits for electrical, plumbing, mechanical, and gas fitting work—Eligibility.

No permit for electrical, plumbing, mechanical, or gas fitting regulated by this chapter, except for annual maintenance permits, shall be issued to any person other than a person holding a valid, unexpired master certificate serving as the master for a duly licensed contractor, or his duly authorized agent, as set forth in this article and chapter 20 of the Springfield City Code, unless the permit is applied for by the owner of a single-family residential dwelling used exclusively for dwelling purposes, including the usual accessory buildings and quarters, and furthermore, that the owner resides in the dwelling at the time of application and that the owner continues to live there during the work covered under the permit and that the owner shall personally purchase all material and perform all labor in connection with the purpose for which permit application is made.

Sec. 36-543. – Utility connections.

Mechanical contractors may, when replacing an existing heating or cooling appliance with a new one, connect the new appliance back to the existing gas, water, and/or electric lines at the same points where the existing appliance was removed. Certified craftsmen in applicable trades must install any new gas, water, or electrical lines. In new construction, all utility connections must be made by certified craftsmen in the utility trades. Any utility installation necessary for equipment or units to function may be installed only with a permit.

Sec. 36-544. – Certification, registration, and license fees.

(a) *Fees for Issuance.* The director of building development services shall not issue, or authorize the issuance of, any certificate or registration card regulated by this article, unless and until, the applicant has tendered the fee for it in accordance with the schedule of fees adopted by ordinance from time to time. Fees in this section are those required by the department of building development services and are required in addition to occupational license fees administered by the department of finance.

(b) *Renewal of Master, Journeyman Certifications and/or Apprentice registrations.* Trade Certification renewals for Journeymen & Masters, and Apprentice registrations, are due on an annual basis beginning on January 1 for the

calendar year issued. The renewal period is January 1 to June 30 of that calendar year.

Sec. 36-545. – Effects of failure to renew trade certificate or registration.

(a) Any certificate holder or registrant, who fails to renew his certificate or registration annually and allows same to remain unrenewed after June 30 must submit an original application to the board. The board may require the candidate to re-test or may approve the candidate to be reinstated.

(b) In addition, the dissolution of a partnership or failure to maintain the legal status of a corporation shall terminate a license and no individual partner or officer or owner of a corporation may continue to operate under the business license. A person shall not operate the business under any other name other than the name shown on the business license.

DIVISION 7. – VIOLATIONS

Sec. 36-551. – Unlawful use of certificate.

No person certified under this article shall allow his certificate to be used by any other person. No certified master shall obtain permits in his name for any other person other than the one contractor by whom he is actively employed and designated as the full-time supervisory master. If the primary work requires the employment of a specialized trade and is a subcontract of the primary system contractor, the master of the primary system obtaining the permit shall have oversight of the subcontractor's work and shall be responsible for the same. For the purposes of this section, "specialized trade" is defined as a subspecialty of construction trade work, including, but not limited to, the specialized trade work of HVAC controls. Conviction of a violation of this section in municipal court shall constitute an automatic revocation of said person's certification and said person shall not again be entitled to a certificate for a minimum period of one year.

Sec. 36-552. – Revocation of certificates for those not taking examinations.

Certificates for a master or journeyman of mechanical systems, refrigeration journeyman, or sheet metal journeyman issued without examination as in section 36-532 will remain valid as long as the holder of the certificate has not been notified three or more times in any calendar year for violations of the codes or ordinances governing mechanical work within the city. Upon issuance of the notice, the director of building development services is hereby authorized to bring charges for revocation of the certificate before the building trades examination and certification board. If the board finds the violations cited to be justified, the certificate shall be revoked. Nothing in this section shall prevent a person from again applying for certification and testing.

DIVISION 8. – APPEALS

Sec. 36-560. Review of a decision.

Any party aggrieved by a decision of the board may seek review of said decision in a court of law pursuant to Chapter 536, RSMo., and Rules of the Missouri Supreme Court adopted thereto.

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

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

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

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2019 - 249

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending the City of Springfield Land Development Code, Article IV. – ‘Building Trades, Appeals, and Licensing,’ to clarify existing language, delete unnecessary language, and amend certain language by repealing Article IV in its entirety, and enacting in lieu thereof a new Article IV. – ‘Building Trades Examination and Certification Board.’ (Recommended by Plans and Policies Committee.)

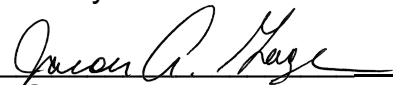
BACKGROUND AND REMARKS: The current Article IV acknowledges the creation of a standing board known as the Board of Building, Housing and Crafts Appeals and the Building Trades Examination and Certification Board. The Board of Building, Housing and Crafts Appeals is no longer a standing board due to the state law requirements regarding appeals. An appeal would be to a court of law pursuant to Chapter 536, RSMo. and Rules of the Missouri Supreme Court. The number of appeals has been nonexistent for years.

The Article has also been reorganized to more clearly define the roles and duties of the various parties. Additional language has been created to clarify the reinstatement procedures for lapsed licenses.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager



## Exhibit A

Added text has been underlined, deleted text has been ~~stricken~~. Text in [brackets] is included as an aid to the reader and does not reflect a revision of the Code.

### ARTICLE IV. - BUILDING TRADES, ~~APPEALS~~, EXAMINATION AND LICENSING CERTIFICATION BOARD

#### DIVISION 1. - ~~IN GENERAL~~ SCOPE AND PURPOSE

~~Sec. 36-500. - Purpose.~~

[Note: This section has been moved to Sec. 501 and revised.]

Sec. 36-500. - Scope.

This Article IV regulates the examination and certification of trades conducted within Springfield city limits, except to the extent superseded by state law.

Section 36-501~~0~~. - Purpose.

~~Since~~ The purpose of this article is to: 1) establish the Building Trades Examination and Certification Board, define its jurisdiction, and authorize it is desirable to have administrative boards to hear and decide appeals from the decisions of the director of building development services ~~and to administer the licensing of the~~ certify and register members of various building crafts or trades, ~~the purpose of this division is to create the necessary boards, set forth the membership, and define the jurisdiction; to;~~ 2) provide the licensing certification and registration guidelines and fees; to establish the regulation of licensing activity; and to create a and, 3) provide uniform administrative procedure.

~~Sec. 36-501. - Technical assistance.~~

[Note: This section has been moved to Sec. 36-522 and revised.]

~~Sec. 36-502. - Appeals to board.~~

~~Any owner of property, lessee, or other person having been authorized to make application for permit on behalf of an owner or lessee who is aggrieved by any decision, order, or interpretation by the director of building development services may appeal to the appropriate board or administrative authority, provided the appeal is within 15 days after receipt of said decision, order, or interpretation. Any person interested in a decision, order, or interpretation by the director of building development services by virtue of the ownership or occupancy of property in close proximity to the property to which the decision, order, or interpretation is applicable may appeal to the appropriate board or administrative authority, provided no appeal may be filed more than 15 days after the time said person should have been aware of said decision, order, or~~

~~interpretation. Any person appealing a decision, order, or interpretation or requesting a variance shall be required to pay a filing fee with their notice of appeal.~~

~~Sec. 36-503. — Procedures before the board of building, housing, and craft appeals (BHCA) and other boards and administrative authorities.~~

[Note: This section has been moved below to Sec. 36-505 and revised.]

## ~~DIVISIONS 2-AND-3. – BOARD AND JURISDICTION OF BUILDING, HOUSING, AND CRAFT APPEALS~~

~~Sec. 36-504. — Board of building, housing, and craft appeals.~~

~~(a) — There is created a board of building, housing, and craft appeals, hereinafter referred to as BHCA. The BHCA shall consist of nine members plus four alternates. Said membership shall include two architects, three engineers, two general building contractors (one from the residential field and one from the commercial field), and two persons not associated directly or indirectly with the building trades or its industry. The BHCA appointments shall be made by the city manager subject to confirmation by the city council. The term of members shall be for three years and such members shall serve until their successors are appointed. Terms shall be staggered to provide for appointment of one-third of the members each year. Initial appointments shall be such that one-third of the members serve one year, one-third two years, and one-third three years. Members shall not serve more than two successive terms and may be reappointed after a lapse of more than one year. The BHCA shall select from its membership a chairman and a vice-chairman. The BHCA may establish rules for conduct of its members including required attendance and conduct at meetings, and may recommend to the appointing authority that a member be replaced for failure to abide by such rules.~~

~~(b) — In addition to the above-designated members, there shall be a number of alternates consisting of at least four certified electricians, electrical contractors, and/or electrical engineers; four certified plumbers, plumbing contractors, and/or certified gas fitters or contractors; four mechanical engineers and/or contractors performing mechanical work. The alternate members would sit and would participate in a hearing and decision only when designated by the chairman to do so, except, when considering matters of the electrical code, plumbing code, or mechanical code, the chairman shall appoint the four alternates who work in that particular trade.~~

~~In addition to the above-designated members, there shall be one licensed physician who shall serve as an alternate. The physician shall be knowledgeable in the health effects of air pollution and shall serve and participate in all hearings and decisions involving air pollution matters.~~

~~Sec. 36-505. — Jurisdiction of BHCA.~~

~~The BHCA shall have exclusive appellate jurisdiction over the building code, housing code, and craft licensing, hereinafter referred to as the BHCA codes, and may act upon the following matters:~~

- ~~(a) Requests to modify the provisions of the BHCA codes relating to the manner of construction or materials to be used in the erection, alteration, or repair of a building or structure upon a showing of practical difficulties and upon showing that the spirit and intent of such codes and the public welfare and safety are assured.~~
- ~~(b) A claim that the true intent of the BHCA codes, or the rules legally adopted hereunder, have been incorrectly interpreted or have been properly interpreted, but are not applicable to the application for permit or that there is an equally good or better form of construction that can be used.~~
- ~~(c) Decisions of the director of building development services issuing a stop work order, denying application for permits, refusing to issue certificates of use and occupancy, issuing restrictive permits, and issuing any other notice or order (other than field correction notice) pursuant to the BHCA codes.~~
- ~~(d) To approve the location of a temporary building, or temporary structure, not meeting the code in all pertinent respects for such construction, provided such approval should not be permitted for more than one year.~~

~~Sec. 36-506. — Variances and exceptions from the building codes.~~

- ~~(a) The board of building, housing, and craft appeals shall hear and decide upon (1) requests for variances from the requirements of the building codes set forth in articles V, VI, VIII, IX, X, XIII, XIV, XV, and XVI to allow construction in a manner otherwise prohibited, where specific enforcement would result in unnecessary hardship; and (2) appeals when it is alleged that there is an error in any requirement, decision, or determination made by the director of building development services in the enforcement or administration of the building codes. Any person aggrieved by the decision of the board of building, housing, and craft appeals may appeal such decision to the Greene County Circuit Court in accordance with the provisions of Chapter 536, RSMo.~~
- ~~(b) In passing upon such applications, the board of building, housing, and craft appeals shall consider all technical evaluations, all relevant factors, all standards specified in other sections of the adopted building codes, and all environmental impacts on surrounding property.~~
- ~~(c) Conditions for variances.~~

- (1) ~~Generally, variances may be issued for new construction and substantial improvements to be erected on a lot of one half acre or less in size, contiguous to and surrounded by lots with existing structures constructed below the base flood level, in conformance with the paragraphs below. If the lot size increases beyond one half acre, the technical justification required for issuing a variance increases.~~
- (2) ~~Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.~~
- (3) ~~Variances shall only be issued upon (a) a showing of good and sufficient cause; (b) a determination that failure to grant the variance would result in exceptional hardship to the applicant; and (c) a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.~~
- (4) ~~Variances shall only be issued upon a determination that the variance is the minimum necessary.~~
- (d) ~~Variances may be issued for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use, provided that the four criteria above are met and further that the structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.~~
- (e) ~~Variances may be issued by the director of building development services for the reconstruction, rehabilitation, or restoration of structures listed on the National Register of Historic Places, without being required to proceed before the board of building, housing, and craft appeals.~~

~~Sec. 36-507. — Craft — Electrical, gas, mechanical, and plumbing codes.~~

~~The board shall have exclusive appellate jurisdiction over the electrical, gas, mechanical, and plumbing codes and may act upon the following matters:~~

- (a) ~~A claim that the true intent of the electrical, gas, mechanical, and/or plumbing codes, or the rules legally adopted hereunder, have been incorrectly interpreted or have been properly interpreted but are not applicable to the application for permit for work under such codes.~~
- (b) ~~Decisions of the director of building development services to issue stop work orders, to deny application for permits, to refuse to issue certificates of use and occupancy, to issue restrictive permits, to order not to connect~~

~~utilities or to disconnect utilities, and any other notice or order (other than field correction notice) issued pursuant to such codes.~~

#### ~~DIVISION 4. -- BUILDING TRADES EXAMINATION AND CERTIFICATION BOARD~~

##### Sec. 36-5028. – Building trades examination and certification board.

There is hereby established a building trades examination and certification board, ~~in which the board shall will~~ consist of 11 members. The membership of the board shall include at least: 1) two persons certified or licensed in the electrical field; 2) two persons certified or licensed in the gas fitting trades; 3) two persons certified or licensed in the mechanical field; 4) two persons certified or licensed in the plumbing field; 5) two building contractors (one from the residential field and one from the commercial field); and 6) one person not associated directly or indirectly with the building trades or its industry. The city manager will nominate, and the city council will appoint, board members. ~~Appointment of members and their terms shall be the same as the BHCA as set forth in section 36-504.~~

Members' terms will be three years, but members will serve until their successors are appointed. Members will serve staggered terms so that one-third of the board is appointed each year. Initial appointments will be such that one-third of the members serve one year, one-third two years, and one-third three years. Members may not serve more than two successive terms and may be reappointed after a lapse of more than one year. The board shall ~~select~~ will elect from its members a chairman and a vice-chairman from among its members. The board may establish member-conduct rules. ~~The director of building development services shall serve as the executive secretary to the board. Technical assistance shall be provided in accordance with section 36-501. The board shall have the same authority as the BHCA for establishing rules for conduct of its members. The chairman shall request that the four alternates from the board of electrical, gas, mechanical, and plumbing appeals sit with each other. In the event there is an appeal contesting testing, issuance of a license, or suspension or revocation of a license, the four additional members shall sit with the two members of that discipline as part of a nine member appeal panel. The chairman shall select the other three members of the appeal panel from the remaining membership of the board.~~

##### Sec. 36-5039. - Jurisdiction of the building trades examination and certification board.

The building trades examination and certification board, ~~hereinafter referred to as examination (the board), has~~ shall have jurisdiction over, ~~and may act upon, the following matters:~~

- (a) ~~To establish e~~Examinations and examination procedures for all examinations ~~required by this division article requires.~~ The examination board may use a testing agency to perform, in whole or in part, the ~~functions examinations~~ described in this ~~subsection article.~~

- (b) ~~To determine w~~Whether an applicant for certification possesses the necessary work experience ~~and/or,~~ educational experience, or both, to be entitled qualify to proceed to the take a written examination ~~stage of the~~ towards certification process. ~~Submission of.~~ Any applicant who submits false, untrue, or misleading information ~~shall require a termination of the~~ process by rejection of the application will be disqualified from examination and any further certification process.
- (c) ~~To determine appropriate d~~Disciplinary actions to be taken against persons certified or registered under this ~~division article.~~ The director of building development services ~~shall may~~ institute disciplinary actions by filing charges with the ~~examination board.~~ The ~~examination~~ board may suspend, revoke, or refuse to renew any certification or registration granted pursuant to this ~~division upon a showing by~~ article if the director of building development services ~~that proves~~ the truth of the charges brought is to be more probable than not.
- (d) ~~Notwithstanding any other provision of this article to the contrary, the examination board may request that the city employ a testing agency to hear and determine appeals on behalf of the board. Upon the employment of a testing agency to perform such function, the testing agency shall act on behalf of the examination board in hearing appeals from tests as set forth herein.~~
- (~~e~~) Granting temporary certificates as provided in section 36-50727.

### DIVISION 3. – MEETINGS AND RECORDS, PROCEDURES, EXPERIENCE STANDARDS, AND TEMPORARY CERTIFICATES

#### Sec. 36-50410. – Procedure Meetings and Records.

~~The examination board shall abide by the procedures established in section 36-503, except that the Board meetings and records of the examination board may be closed when considering all matters,~~ except those contained in section 36-50313(c).

Sec. 36-505. - Procedures before the board of building, housing, and craft appeals (BHCA) and other boards and administrative authorities trades examination and certification board.

[Note: This section was moved from former Sec. 36-503 and revised.]

The following procedures shall be used by the BHCA:

- (a) Meetings. ~~Each The~~ board ~~shall will~~ have at least one regularly scheduled meeting per month, ~~at which it shall to~~ consider all matters ~~that have been~~ filed with the board ~~for at least 15 days.~~ In the absence of any business,

regular meetings may be canceled. The chairman, in accordance with rules adopted by the Board, may call special meetings.

- (b) *Quorum.* A quorum ~~shall consist of at least~~ is six members in attendance and, should. When a quorum not exist is lacking for any meeting, the chairman, vice-chairman, or those present may adjourn to a specified time or from time to time and ~~compel~~ invite the attendance of other members.
- (c) *Public hearings.* All meetings and access to records shall be subject to Chapter 610, RSMo, as amended. Interested parties ~~shall have an opportunity to~~ may present testimony and evidence ~~by affidavit form, provided such rules preserve the right to cross examination and prevent undue surprise~~ informally.
- (d) *Evidentiary matters.* The boards ~~are to~~ will determine facts and ~~to~~ apply the law to the facts and, therefore, they are quasi-judicial in nature. As quasi-judicial bodies, ~~t~~ The boards are not required to ~~will not~~ follow formal the rules of evidence and/or testimony ~~shall not be excluded because it constitutes hearsay or does not comply with the best evidence rule; however, but will receive all testimony shall be presented by~~ under oath, and base all decisions ~~must be based~~ on substantial and competent evidence.
- (e) *Evidentiary burden.* The applicant for ~~the appeal~~ certification shall have the burden of producing evidence and demonstrating by clear and convincing proof that the ~~decision of the director is in error that the relief sought by the applicant is justified~~ has the minimum qualifications for such certification.
- (f) *Decisions.* The boards may ~~affirm grant, revoke, or modify the decision of the director of building development services, provided~~ impose conditions on a certification. A decision to revoke or ~~modify~~ impose conditions ~~shall be four~~ requires seven affirmative votes or a majority of all members present, whichever is greater, and shall be in writing.
- (g) *Enforcement of decisions.* The director of building development services ~~shall act to~~ will enforce a board's decisions upon notification of the appellant by mail and upon conspicuously posting the decision on or around the permit desk in the department.
- (h) [This subsection has been moved to Sec. 36-360.]

Sec. 36-50641. Standards for judging experience by which experience is judged.

The ~~examination board shall be governed by~~ will apply the following standards in ~~determining to determine~~ whether an applicant ~~has the prerequisite experience to be permitted to~~ may proceed to ~~the~~ written-examination stage of the certification process:.

- (a) Masters for electrical, mechanical, and plumbing certification shall have at least four years of satisfactory experience as a journeyman in the building trade for which certification is sought. If the applicant does not hold a valid journeyman card and he wishes to take the masters examination, he shall have at least ten years of satisfactory experience in the building trade for which certification is sought.
- (b) Journeymen ~~certification~~ applying for electrical, mechanical, and plumbing certification shall have at least four years of performing work in the building trade for which certification is sought under supervision of a master. If the applicant is not under the supervision of a certified master and he wishes to take the journeyman examination, he shall have at least six years of satisfactory experience in the building trade for which certification is sought.
- (c) Masters for gas certification, who currently hold a master plumbing or master mechanical certification, shall have at least four years of satisfactory experience as a master plumber or ~~master-mechanical~~ master and at least two years as a gas journeyman-gas. Masters for gas, who currently hold a journeyman gas certification, shall have at least four years of satisfactory experience.
- (d) Journeyman certification for gas shall have at least four years of performing work in the plumbing or mechanical trade under the supervision of a certified master or be a certified plumbing or mechanical master. If the applicant is not under the supervision of a certified master and he wishes to take the journeyman examination, he shall have at least six years of satisfactory experience in the plumbing or mechanical trade.
- (e) The ~~examination board~~ has discretion to accept an appropriate mix of practical and education experience.
- (f) Upon approval for testing by the ~~examination board~~, ~~the an~~ applicant may ~~take the test at sit for~~ the next regularly-scheduled ~~meeting at which examinations are administered~~ examination. If the applicant fails ~~the a~~ first examination, ~~he such~~ applicant may ~~be sit for re-examined examination~~ at the next, or subsequent, regular ~~meetings at which examinations are administered with~~ examination session upon paying the required testing fees to the testing agency.
- (g) The ~~examination board shall have the discretion to accept an application and approve the issuance of a certification from~~ may certify an applicant



~~provided the once such~~ applicant meets the requirements of this section and ~~has passed the applicant has taken the same examination as~~ required by the city. The passing test score must meet or exceed the minimum score required by the city at the time the application is received.

Sec. 36-507. - Temporary certificates.

[Note: This section was moved from Sec. 36-527 and revised.]

~~The building trades examination and certification board may issue a temporary certificate, (except for masters,) when the an applicant has: 1) previously exhibited his skills and acceptable qualifications to an examining board of another political subdivision of this state or any other state; 2) provided said applicant has submitted the original or properly-certified copy of a currently-valid certificate of qualification for the classification for which a temporary certificate is made; 3) and, filed an affidavit is filed by said applicant stating the maximum period he intends to perform work in the city is 90 days. The acceptance of proof of qualifications shall be in the sound discretion of the board, and board will exercise its sound discretion in accepting proof of qualifications to issue a temporary certificate. If accepted, the board shall not will issue a temporary certificate for a period to exceed valid for no more than 90 days.~~

~~Sec. 36-512. - Reserved.~~

Sec. 36-508-520. Reserved.

DIVISION 54. - CERTIFICATION, REGISTRATION, AND LICENSING DIRECTOR OF BUILDING DEVELOPMENT SERVICES

~~Sec. 36-52143. - Responsibilities of director of building development services.~~

The director of building development services has responsibility ~~over the~~ following to:

- (a) ~~To e~~ Establish procedures and forms for making applications for certification;
- (b) ~~To a~~ Accept applications for certification and the accompanying fees;
- (c) ~~To i~~ Issue and renew certifications and to accept all fees pursuant thereto;
- (d) ~~To e~~ Enforce the provisions pertaining to certification; and
- (e) ~~To b~~ Bring charges before the building trades examination and certification board against those who ~~repeatedly~~;

- 1) ~~v~~Violate the provisions of this division or against those who article  
or,
- 2) ~~e~~Commit an offense which is so detrimental to the public health,  
safety, and welfare that it requires immediate action.

Sec. 36-522. - Technical assistance.

[Note: This section has been moved from former Sec. 36-501 and revised.]

The director of building development services ~~shall~~will serve the board as executive secretary. ~~to the board of building, housing, and craft appeals (BCHA) and the building trades examination and certification board shall designate a~~ A clerk from the department, ~~or the person designated by their job description, to~~will record board the proceedings of administrative boards as the recording secretary. The recording secretary ~~clerk shall~~will keep a detailed record of all proceedings on file in the department.

Sec. 36-52344. - Minimum procedures for administration and testing.

~~The director of building development services, upon receipt of~~ Upon receiving an application, ~~shall~~the director of building development services will distribute ~~to each applicant a copy of the rules governing application, testing, and certification to the submitting applicant. Tests shall be administered by~~ The director of building development services will select a testing agency selected by the director of building development services. Said examinations shall test to examine such applicant's knowledge of the a specified specific subject matter.

~~Sec. 36-515. — Certification required.~~

[Note: This section has been moved to Sec. 36-532 and revised.]

~~Sec. 36-516. — Revocation of certificates for those not taking examinations.~~

[Note: This section has been moved to Sec. 36-552 and revised.]

~~Sec. 36-517. — Reserved.~~

Sec. 36-52448. - Registration required.

The director of building development services ~~shall~~will require ~~the annual registration of persons engaged in the building trades~~ to register annually on forms provided by him ~~the director provides~~. The classes of persons required to register are aApprentices and electrical, gas fitting, plumbing, and mechanical contractors must register.

~~Sec. 36-519. — Apprentices.~~

[Note: This section has been moved to Sec. 36-534 and revised.]

~~Sec. 36-520. — Electrical, gas fitting, plumbing, and mechanical contractors.~~

[Note: This section has been moved to Sec. 36-535 and revised]

~~Sec. 36-521. — Lapse of registration.~~

[Note: This section moved to Sec. 36-539 and revised.]

~~Sec. 36-525. — Director of building development services—Miscellaneous powers.~~

- (a) The director of building development services may require additional ~~necessary~~ information in application forms ~~by incorporating requests for same upon forms, shall require. Masters to must~~ notify him ~~the director of a change in employment status within 30 days after such of a change, in employment status and shall charge a one-time registration fee not to exceed \$5.00.~~
- (b) From time to time, ~~t~~The director of building development services may promulgate written rules and regulations ~~in writing from time to time in order to establish procedures to carry out to implement~~ the provisions of this article. Such rules and regulations ~~shall be received by Once the building trades examination and certification board, and upon their approval, approves such rules and regulations, they shall be effective upon when~~ conspicuously posting of the same posted in the Department of Building Development Services ~~in the area of the permit desk and upon filing filed~~ in the city clerk's office for two weeks.

~~Sec. 36-523. — Unlawful use of certificate.~~

[Note: This section has been moved o Sec. 36-551 and revised.]

~~Sec. 36-524. — Certificate holders, registrants, fees, and licenses — Responsibilities.~~

[Note: This section has been moved to Sec. 36-531 and revised.]

~~Sec. 36-526.5. - Authority of Director of Building Development Services.~~

Upon reasonable cause to believe that a person has failed to register, ~~t~~The director of building development services ~~is authorized to may~~ bring charges before the Board ~~for the purpose of suspension, revocation, to suspend, revoke, or refusal to renew a certificate, registration, or license, before the building trades examination and certification board whenever he has reasonable cause to believe that a person has willfully failed to comply with his responsibilities under section 36-524. The charges shall not be the sole remedy, and prosecution and/or c~~Conviction of an offense under this

chapter ~~shall~~ does not preclude any proceedings to be instituted hereunder other remedies.

~~Sec. 36-526. — Effects of failure to renew certificate, registration, and license.~~

[Note: This section has been moved to Sec. 545 and revised.]

Sec. 36-527-530. Reserved.

## DIVISION 5. - CERTIFICATION HOLDERS, REGISTRANTS, AND LICENSEES

~~Sec. 36-527. — Temporary certificates.~~

[Note: this section has been moved to Sec. 36-507 and revised.]

~~Sec. 36-528. — Certification, registration, and license fees.~~

[Note: this section has been moved to Sec. 36-544 and revised.]

~~Sec. 36-529. — Bonding and insurance.~~

[Note: this section has been moved to Sec. 36-538 and revised.]

~~Sec. 36-530. — Permits for electrical, plumbing, mechanical, and gas fitting work—  
Eligibility.~~

[Note: this section has been moved to Sec. 36-542 and revised.]

~~Sec. 36-531. — Definitions.~~

[Note: this section has been moved to Sec. 36-533 and revised.]

~~Sec. 36-531. — Certificate holders, registrants, fees, and licenses—Responsibilities.~~

[Note: This section has been moved from former Sec. 36-524 and revised.]

All certificates of qualification and registration cards issued pursuant Under the following conditions, the director of building development services will issue qualification certificates and registration cards according to this article, and building trades occupational licenses issued pursuant to and Chapter 20 of the Springfield City Code, shall be conditioned upon the following and all Certificate holders of certificates, registrants, and licensees shall have responsibility for compliance with same must comply with these conditions:

- (a) To Obtain a permit when ~~the same is required~~.

- (b) ~~and to p~~Present his or her permit, certificate, registration card, or license ~~when upon requested by the director of from~~ building development services, ~~or his/her authorized agent~~ personnel.
- (bc) ~~To faithfully construct, without substantial departure from or disregard of all Follow permit conditions of a permit, including and approved drawings and specifications, unless such departure has been building development services personnel approved by the department of building development services or is required to achieve code compliance variations in writing.~~
- (ed) ~~To n~~Notify and obtain inspection services ~~when the same are~~ required by this code.
- (de) ~~To p~~Pay any lawful fee assessed under code authority ~~of this code~~.
- (ef) ~~To e~~Obey any lawful order issued under code authority ~~of this code~~.
- (fg) ~~To m~~Maintain satisfactory levels of competence, workmanship, and recognized practice ~~when such standards are, as established by the ordinances of the in city ordinances.~~

~~Sec. 36-532. Mechanical contractor Duties.~~

[Note: This section has been moved to Sec. 36-536 and revised.]

Sec. 36-532. - Certification required.

[Note: This section has been moved from former Sec. 36-515 and revised.]

- (a) It ~~shall be~~ is unlawful to labor at the following trades without ~~having first been certified~~ certification as required by this article:
  - (1) Master or journeyman plumber;
  - (2) Master or journeyman electrician;
  - (3) Master or journeyman gas fitter; or,
  - (4) Master or journeyman of mechanical systems.
- (b) ~~No person, u~~Unless specifically exempt from the codes, shall, it is unlawful for any person to perform or engage in electrical work, gas fitting, plumbing, or mechanical work, as defined by the codes, without first securing ~~the~~ required licenses or permits.

~~Sec. 36-533. Utility connections.~~

[Note: This section has been moved to Sec. 36-543 and revised.]

Sec. 36-533. - Definitions.

[Note: This section has been moved from former Sec. 36-531 and revised.]

*Journeyman of mechanical systems* means a person who is qualified to install, maintain, repair, fabricate, alter, or extend central air conditioning, refrigeration, heating, and ventilating, including duct work and all appurtenances, apparatuses, piping vessels, ducts, and insulation used in connection therewith while employed and supervised by a master of mechanical systems.

*Maintenance of existing mechanical systems* includes only the work necessary to maintain an existing system in operation ~~and shall~~. The term does not include the addition of adding new systems or the replacement of, replacing existing heating and cooling appliances with new appliances, or any work requiring a permit. A person may maintain an existing mechanical system without being certified or licensed. Maintenance work may be performed in all types of buildings.

*Master of mechanical systems* means a person qualified to install, maintain, repair, fabricate, alter, or extend air conditioning, refrigeration, heating, or ventilation, unlimited in horsepower or tons, including all duct systems, boiler and unfired pressure vessel systems, solar heating and cooling systems, and all appurtenances, apparatuses, or equipment used in connection therewith, ~~also~~ as well as piping, duct work, insulation of pipes, vessels, and ducts.

*Mechanical systems* includes ~~heating systems, ventilating systems, cooling systems, steam and hot water heating systems, process piping, boilers and pressure vessels, appliances utilizing gas, liquid or solid fuel, chimneys and vents, mechanical refrigeration systems, duct work, crematories, and air pollution systems.~~

*Refrigeration journeyman* means a person qualified to install, maintain, repair, or alter any system of refrigeration intended to be used for ~~the purpose of~~ food and product preservation while employed or supervised by a master of mechanical systems.

*Sheet metal journeyman* means a person qualified to fabricate, install, repair, alter, or extend sheet metal work while employed or supervised by a master of mechanical systems.

~~Sec. 36-534. - Permits required.~~

[Note: This section has been moved to Sec. 36-541 and revised.]

Sec. 36-534. - Apprentices.

[Note: This section has been moved from former Sec. 36-519 and revised.]

Before a person not certified to perform electrical, plumbing, gas fitting, or mechanical work may be permitted to aid in such work, such person shall register by name, age and address, name of present employer, past employment record, and name of supervisory employee. Upon registration and issuance of a registration card, such person shall be entitled to engage in, and work at, the appropriate building trade as an apprentice in the employ of a master of an electrical, gas fitting, plumbing, or mechanical contracting firm and shall be supervised at the job site at all times during which they are engaged in work by a certified journeyman or master working for the employer who is physically present at the job site, except that such supervisor may, for good reason, leave the job site during such work for two periods each day, not to exceed 30 minutes each, once during the morning, and once during the afternoon.

~~Sec. 36-535. — Gas fitters.~~

[Note: This section has been moved to Sec. 36-537 and revised.]

Sec. 36-535. - Electrical, gas fitting, plumbing, and mechanical contractors.

[Note: This section has been moved from former Sec. 36-520 and revised.]

- (a) ~~Before a~~ A person, before performing ~~shall engage in the business of contracting for electrical, gas fitting, plumbing, or mechanical work, such person shall must register by name of business name, name of officers' names, and address, and shall~~ Such person must also designate the name of the certified master ~~who shall be authorized to apply for permits, and accept service of process, and shall~~ designate the names of other certified personnel responsible for ~~the names of~~ work crews.
- (b) Electrical, plumbing, mechanical, and gas fitting contractors shall must be licensed and ~~all work shall be by or under the supervision of the holder of a master plumber, master of mechanical systems, master electrician, or master gas fitter holding a certificate of qualification. An applicant for a license may qualify in regard to the supervisor in the following ways:~~
- (1) If an individual, ~~he may qualify~~ by personal certification or by certification of a responsible managing employee.
  - (2) If a co-partnership or limited partnership, ~~it may qualify~~ by certification of a general partner or a responsible managing employee.
  - (3) If a corporation or ~~any other combination of business~~ organization, ~~it may qualify~~ by the certification of the responsible managing officer, ~~or the responsible managing employee, or a member of the personnel of such applicant.~~

- (bc) The certified master plumber, master electrician, master of mechanical systems, or master gas fitter, qualifying on behalf of an individual or firm, ~~shall be responsible for exercising such~~ must directly supervise and control of his employer's or principal's construction operations ~~as is necessary to secure and effect~~ full compliance with the provisions of the various codes, ordinances, and rules, and regulations of the city applicable to their trade or work.
- (ed) The license shall be valid only ~~as long as if~~ the registered supervisor remains in the employ of the licensee in an active, full-time capacity.

Sec. 36-536. - Mechanical contractor—Duties.

[Note: This section has been moved from former Sec. 36-532 and revised.]

Any person registered as a mechanical contractor may ~~engage in the business of installing and servicing, install and service mechanical systems~~ in any building within the corporate limits of the city, ~~all mechanical systems. For a mechanical contractor to~~. To install plumbing and/or gas to in a mechanical system, he must either be, or a mechanical contractor must be a certified master plumber and/or a certified gas fitter or have both in his employment, a certified master plumber and/or a certified gas fitter to perform such installation. The master of mechanical systems employed or acting as the mechanical contractor is responsible for the work of journeymen of mechanical systems, refrigeration journeymen, sheet metal journeymen, and apprentices on his job, whether in his employment or under his supervision.

Sec. 36-537. - Gas fitters.

[Note: This section was moved from former Sec. 36-535 and revised.]

- (a) Any person who is presently certified as a gas fitter by the director of building development services shall henceforth automatically be certified as a master gas fitter, except that any such person who has previously passed only the written examination for journeyman gas fitter shall be certified by the director of building development services hereafter as a journeyman gas fitter until such person shall pass the master gas fitter examination.
- (b) Certified journeyman gas fitters may perform gas work on projects which have a plumbing and/or mechanical permit stating that gas work is a part of the permitted project under the supervision of a master plumber or master of mechanical systems. Only certified master gas fitters may apply for, and be issued, separate permits for gas work on projects for which gas work is not included in the plumbing or mechanical permit. Only employment of a certified master gas fitter shall qualify a gas contractor to perform separate gas fitting services as described above.

Sec. 36-538. - Bonding and insurance.



[Note: This section was moved from former Sec. 36-529 and revised.]

Prior to issuing or authorizing the issuance of any plumbing, electrical, mechanical, or gas fitting contractor license, the director of building development services shall require a surety bond, evidence of an escrow, or evidence of deposit with the director of finance ~~the sum of a~~ \$5,000.00 cash reserve bond for restoration of any street, sidewalk, and other public property and for the incurring of other expenses or charges by the city (such as removal of construction wastes, cleanup of streets and sidewalks, etc.) in the event the applicant fails to restore such item with the same materials, in the same manner, and to its original condition. In addition, the contractor shall submit a policy of general liability and property damage insurance naming both the holder of the certificate, registration card, or license and the city and its officers, agents, and employees as insured, or, in the director's discretion, a certificate of insurance evidencing same. Said policy shall be for coverage of at least \$100,000.00/\$300,000.00 for general liability and \$50,000.00 property damage. Said policy shall also not be capable of cancellation without provision of ten days' written notice to the city. Submission of the policy or certificate naming the city as an insured may be waived by the director of building development services should he determine that the city has in force a blanket general liability and property policy to protect the city and its officers, agents, and employees from liability insurance from negligent inspections and from the failure to inspect or that the ~~State of Missouri law has enacted legislation protecting~~ protects the city from liability from negligent inspection or failure to inspect.

Sec. 36-539. - Lapse of registration.

[Note: This section has been moved from former Sec. 36-521 and revised.]

The registration required by section 36-535~~20~~ shall lapse whenever a person no longer has the designated certified master in his active employ and does not replace said master in accordance with the following:

- (a) If the individual qualifying for the license ceases, for any reason, to be connected with the individual or firm to whom the license is issued, the licensee and the registered officer, employee, or supervisor qualifying for such license, or the owner of the business, shall notify the department of building development services within 30 days from the cessation of such association. If notice is given, the license shall remain in force until another supervisor is qualified, but not to exceed 60 days from such notice.
- (b) If the licensee or his registered employee or managing officer qualifying for the license fails to notify the department of building development services in writing within the 30-day period, at the end of the period the license shall be automatically suspended. The license shall be reinstated

only upon the qualification of a registered supervisor in place of the one who has ceased to be connected with the licensee.

Sec. 36-540. - Reserved.

## DIVISION 6. - FEES AND LICENSES

Sec. 36-541 - Permits required.

[Note: This section was moved from former Sec. 36-534 and revised.]

Any individuals performing any ~~mechanical-craft work-trades covered by this article~~, in and around any building within the corporate limits of the city, must obtain a permit from the department of building development services before commencing the ~~work in accordance with section 36-530~~.

Sec. 36-542. - Permits for electrical, plumbing, mechanical, and gas fitting work—  
Eligibility.

[Note: This section was moved from former Sec. 36-530 and revised.]

No permit for electrical, plumbing, mechanical, or gas fitting regulated by this chapter, except for annual maintenance permits, shall be issued to any person other than a person holding a valid, unexpired master certificate serving as the master for a duly licensed contractor, or his duly authorized agent, as set forth in this ~~division~~ article and chapter 20 of the Springfield City Code, unless the permit is applied for by the owner of a single-family residential dwelling used exclusively for dwelling purposes, including the usual accessory buildings and quarters, and furthermore, that the owner resides in the dwelling at the time of application and that the owner continues to live there during the work covered under the permit and that the owner shall personally purchase all material and perform all labor in connection with the purpose for which permit application is made.

Sec. 36- 543. - Utility connections.

[Note: This section was moved from former Sec. 36-533 and revised.]

Mechanical contractors may, when replacing an existing heating or cooling appliance with a new one, connect the new appliance back to the existing gas, water, and/or electric lines at the same points where the existing appliance was removed. Certified craftsmen in ~~these applicable~~ trades must install any new gas, water, or electrical lines. In new construction, all utility connections must be made by certified craftsmen in the utility trades. Any utility ~~needed to be installed necessary~~ for equipment or units to function ~~must not may~~ be installed ~~without obtaining~~ only with a permit first.

Sec. 36-544. - Certification, registration, and license fees.

[Note: This section has been moved from former Sec. 36-528 and revised.]

(a) Fees for Issuance

The director of building development services shall not issue, or authorize the issuance of, any certificate or registration card regulated by this ~~division article~~, unless, and until, the applicant has tendered the fee for it in accordance with the schedule of fees adopted by ordinance from time to time. Fees in this section are those required by the department of building development services and are required in addition to occupational license fees administered by the department of finance.

(b) Renewal of Master, Journeyman Certifications and/or Apprentice registrations.

Trade Certification renewals for Journeymen & Masters, and Apprentice registrations, are due on an annual basis beginning on January 1 for the calendar year issued. The renewal period is January 1 to December 31 of that calendar year.

Sec. 36-545. - Effects of failure to renew trade certificate or registration.

[Note: This section was moved from former Sec. 36-526 and revised.]

(a) Any certificate holder, or registrant, or licensee who fails to renew his certificate, or registration, or license annually and also allows same to remain unrenewed for a period of more than one year or more from its expiration date, shall be required to must submit an original application, pay all original application fees, and take and pass any required examinations to the board. The board may require the candidate to re-test or may approve the candidate to be reinstated. If the renewal is within one year from expiration, the applicant can be reinstated with the approval of the director of building development services.

(b) In addition, the dissolution of a partnership or failure to maintain the legal status of a corporation shall terminate a license and no individual partner or officer or owner of a corporation may continue to operate under the business license. A person shall not operate the business under any other name other than the name shown on the business license.

Sec. 36-546-550. Reserved.

DIVISION 7. -- VIOLATIONS.

Sec. 36-551. – Unlawful use of certificate.

[Note: This section was moved from former Sec. 36-523 and revised.]

No person certified under this ~~division~~ article shall allow his certificate to be used by any other person; ~~no~~ No certified master shall obtain permits in his name for any other person other than the one contractor ~~for by~~ whom he is actively employed and ~~by whom he is~~ designated as the full-time supervisory master. If the primary work requires the employment of a specialized trade and is a subcontract of the primary system contractor, the master of the primary system obtaining the permit shall have oversight of the subcontractor's work and shall be responsible for the same. For the purposes of this section, "specialized trade" is defined as a subspecialty of construction trade work, including, but not limited to, the specialized trade work of HVAC controls. Conviction of a violation of this section in municipal court shall constitute an automatic revocation of said person's certification, and said person shall not again be entitled to a certificate for a minimum period of one year.

Sec. 36-552. - Revocation of certificates for those not taking examinations.

[Note: This section was moved from Sec. 36-516 and revised.]

Certificates for a master or journeyman of mechanical systems, refrigeration journeyman, or sheet metal journeyman issued without examination as in section 36-532~~45~~ will remain valid as long as the holder of the certificate has not been notified three or more times in any calendar year for violations of the codes or ordinances governing mechanical work within the city. Upon issuance of the notice, the director of building development services is hereby authorized to bring charges for revocation of the certificate before the building trades examination and certification board. If the board finds the violations cited to be justified, the certificate shall be revoked. ~~The holder of the revoked certificate may appeal to the board of electrical, gas, mechanical, and plumbing appeals pursuant to Section 36-502. Nothing herein in this section shall prevent a person from again applying for certification and testing as per section 36-512.~~

Sec. 36-553-559. Reserved.

## DIVISION 8. - APPEALS

Sec. 36-560. Review of a decision.

[This section was moved from former Sec. 36-503(h) and revised.]

Any party aggrieved by a decision of a the board may seek review of said decision in a court of law pursuant to Chapter 536, RSMo., and Rules of the Missouri Supreme Court adopted thereto.

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 8  
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Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 250

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the Land Development  
2 Code, by repealing Article V, 'Building Code,' in its entirety, and enacting  
3 in lieu thereof a new Article V, 'Building Code.' (Recommended by Plans  
4 and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article V, 'Building Code,' is  
11 repealed in its entirety and a new Article V is enacted in lieu thereof, to read as follows:  
12

13 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
14

#### 15 ARTICLE V. – BUILDING CODE

16  
17 Sec. 36-601. – Adoption of 2018 Building Code.

18  
19 City Council hereby adopts the 2018 International Building Code as published by the  
20 International Code Council and all referenced standards as if spelled out herein, except  
21 such portions thereof as are hereinafter deleted, modified, or amended. This Code shall  
22 be designated as Article V, Building Code, of Chapter 36, Article V of the Springfield  
23 City Code, known as the Land Development Code. One (1) copy of said Code is on file  
24 in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue,  
25 Springfield, Missouri.  
26

27 Sec. 36-602 – Deletions, modifications, amendments, and additions.  
28

29 The 2018 International Building Code, as adopted, is hereby amended and changed as  
30 follows:  
31

- 32 (a) Chapter 1 is repealed in its entirety because code enforcement is covered in  
33 Springfield City Code Chapter 36, Land Development Code, Article I,

Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Building Code.

502.1 Address identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. ~~Address numbers shall be Arabic numeral or alphabetical letters. Numbers shall be a minimum of 4 inches (102mm) high with a minimum stroke width of 0.5 inch (12.7mm).~~ The assigned address number shall be clearly posted on the site immediately after the date of issuance of the permit and shall remain in place until the building is removed from that site. Letters or numbers shall be in conformance with Chapter 26, Section 26-3, Numbering of businesses and dwellings units, of the Springfield City Code. Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other approved sign or means shall be used to identify the structure. Address identification shall be maintained.

503.1.5 Clearance Requirements. All buildings and structures are required to meet clearance requirements from all wires, conductors, cables, and rigid live parts as stipulated in the National Electric Safety Code (NESC), latest edition, or as dictated by the utility service provider. In case of a conflict between the two agencies, the more stringent shall apply.

903.6 Post Indicating Valves: Post Indicating Valves may be omitted when a fire service connection to the public water supply main is provided and controlled by the utility purveyor.

~~912.4.1 Locking fire department connection caps. The fire code official is authorized to required locking capes on fire department connections for water-based fire protection systems where the responding fire department carries appropriate key wrenches for removal.~~ All fire department connections shall be provided with KNOX FDC Caps.

1004.9 Posting of occupant load. Every room or space that is an assembly occupancy shall have the occupant load of the room or space posted in a

conspicuous place, near the main exit or exit access doorway from the room or space for the intended configurations. At the main entrance to the building, the occupant load for the entire assembly use group shall be posted in a conspicuous place. Posted signs shall be of an approved legible permanent design and shall be maintained by the owner or the owner's authorized agent.

1010.1.9.2 Hardware height. Door handles, pulls, latches, locks and other operating devices shall be installed 34 inches (864 mm) minimum and 48 inches (1219 mm) maximum above the finished floor. ~~(Locks used only for security purposes and not used for normal operation are permitted at any height.)~~

1301.1.1 Criteria. Buildings shall be designed and constructed in accordance with the 2012 International Energy Conservation Code.

## Section 1603 Construction Documents

8. Design base shear(s) for new structures and structure additions. (Note: All other items listed shall remain as written.)

1608.1 General. Design snow loads shall be determined in accordance with Chapter 7 of ASCE 7, but not less than 20 psf and the design roof load shall not be less than that determined by Section 1607. A reduction in snow loads shall not be permitted.

Subsection 1608.2, ground snow loads, is repealed in its entirety and replaced with:

1608.2 Ground Snow Load. The ground snow load to be used in determining the design snow loads for roofs shall not be less than 20 psf.

Subsection 1612.3 Establishment of flood hazard areas, is repealed in its entirety replaced with:

1612.3 Establishment of flood hazard areas. Flood hazard areas shall be as stipulated in Chapter 36, Article VII, of the Springfield City Code.

## Section 1704, Special Inspections and Tests, Contractor Responsibility and Structural Observation

1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the building official Reports of special inspections and tests associated with a discrepancy shall be submitted to the building official within a week of performance of the special inspection or test and until correction of the discrepancy has been confirmed in writing on a special inspection report or by other written correspondence, except as provided below. Reports of special inspections and tests shall be submitted to the building official

or the building official's duly authorized representative upon request. Reports of special inspections and tests shall be submitted to the building official by uploading to the project file using the e-Plans or ProjectDox system, unless otherwise approved by the building official, and to the registered design professional in responsible charge. Reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. Unless approved otherwise in writing by the building official, approved construction documents are those approved in writing or electronically by the building official. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted prior to issuance of a Certificate of Occupancy at a point in time agreed upon prior to the start of work by the owner or the owner's authorized agent to the building official.

Exception: The approved special inspection agencies procedures for documenting special inspection results and tracking discrepancy resolution may be allowed in lieu of the above procedure, subject to review and approval by the building official.

1705.17 Fire-resistant penetrations and joints. In high-rise buildings or in buildings assigned to Risk Category III or IV, special inspections for through-penetrations, membrane penetration firestops, fire-resistant joint systems and perimeter fire barrier systems that are tested and listed in accordance with Sections 714.4.1.2, 714.5.1.2, 715.3 and 715.4 shall be in accordance with Section 1705.17.1 or 1705.17.2.

1809.5 Frost Protection. Except where otherwise protected from frost, foundation walls, piers, and other permanent supports or buildings and structures shall be protected from frost by one of the following methods:

1. Extending below the frost line, ~~of the locality, which is established at 24 inches for the City of Springfield, Missouri;~~
2. Constructing in accordance with ASCE-32;
3. Erecting on solid rock.

Exceptions: Free-standing buildings meeting all of the following conditions shall not be required to be protected:

1. ~~Classified in Occupancy Assigned to Risk Category I (see Table 1604.5);~~
2. Area of 600 square feet (56 sq. meters) or less for light-frame construction or 400 square feet (37 sq. meters) or less for other than light-frame construction; or
3. Eave height of 10 feet (3048 mm) or less.



Shallow foundations shall not bear on frozen soil unless such frozen condition is of a permanent character.

3103.1.2 Permit required. Temporary structures that cover an area in excess of ~~420~~ 100 square feet (~~41.46 square meters~~) (9.3 square meters), including connecting areas or spaces with a common means of egress or entrance ~~which~~ that are used or intended to be used for the gathering together of 10 or more persons, shall not be erected, operated or maintained for any purpose without obtaining a permit from the ~~building~~ fire official.

3107.1 General. Signs shall be designed, constructed, and maintained in accordance with ~~this code~~ all applicable sections of this code and Chapter 36, Article III, of the Springfield City Code. In the event of a conflict, the stricter provisions shall apply.

3201.1 Scope. The provisions of this chapter, and Chapter 98 and the Land Development Code of the Springfield City Code, and other provisions of this code, shall govern the encroachment of structures into the public right-of-way. In case of a conflict, the stricter provisions shall apply.

All cross references to the International Zoning Code shall instead cross refer to the appropriate section of Article III. - Zoning Regulations. of Chapter 36 of the Springfield City Code, known as the Land Development Code.

The NFPA 520 Standard on Subterranean Spaces, latest edition, is hereby incorporated into the International Building Code Referenced Standards:

Sec. 36-603. – Adoption of appendices.

By adoption of the 2018 International Private Sewage Disposal Code, the following appendices are part of this Code.

Appendix C: Group U – Agricultural Buildings  
Appendix E: Supplementary Accessibility Requirements  
Appendix H: Signs (with the amendments set forth below)  
Appendix I: Patio Covers

Appendix H is amended as follows:

Section H101 General

Subsection H101.2 Signs exempt from permits is repealed in its entirety and replaced with:

H101.2 Signs exempt from permits. Signs exempt from permits are listed in the Land Development Code of the City of Springfield.

Section H102 Definitions is repealed in its entirety and replaced with:

Section H102 Definitions

H102.1 General. Sign definitions applicable to this code are in the “Signs” section of the Land Development Code of the City of Springfield and in Chapter 2 of the 2018 International Building Code.

H103.2 Clearance requirements. All signs and sign structures are required to meet all clearance requirements from all wires, conductors, cables, and rigid live parts as stipulated in the National Electric Safety Code (NESC), latest edition, or as dictated by the utility service provider. In case of a conflict between the two agencies, the more stringent shall apply.

H105.2 Permits, drawings, and specifications. Where a permit is required, as provided in the Land Development Code, Article III, Chapter 1, construction documents shall be required. These documents shall show the dimensions, materials, and required details of construction, including loads, stresses, and anchors. In cases where the permit application is for construction of signs of insignificant size, weight or form, the Code Official may waive the required submittal of construction documents.

~~H109.1 Height restrictions. The structural frame of ground signs shall not be erected of non-combustible materials if the to a height of the sign is more than 2035 feet (6 09640-668 mm) above the ground. Ground signs constructed entirely of noncombustible material shall not be erected to a height of greater than 100 feet (30 480 mm) above the ground. Greater heights are permitted where approved and located so as not to create a hazard or danger to the public.~~

Subsections H109.2 Required clearance and H109.3 Wood anchors and supports are repealed in their entirety.

If there is any conflict between Appendix H and the “Signs” section of the Springfield Land Development Code, the “Signs” section shall govern.

Sec. 36-604. – Penalty clause.

Any person convicted of: violating this ordinance [article]; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or

these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

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

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

Approved for Council action: Juan C. Hays, City Manager

## **EXPLANATION TO COUNCIL BILL 2019-250**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

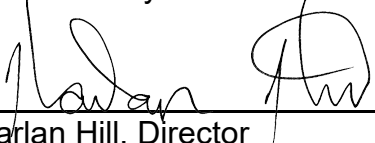
**PURPOSE:** Amending Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article V, 'Building Code,' in its entirety, and enacting in lieu thereof a new Article V, 'Building Code.' (Recommended by Plans and Policies Committee.)

**BACKGROUND AND REMARKS:** The current building code enforced by the City is the 2012 International Building Code. By adopting the 2018 International Building Code, the City will be adopting the most up-to-date, nationally-recognized, building code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hmgs. \_\_\_\_\_  
Pgs. 7  
Filed 10-29-19

Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 251

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VI, 'Electrical Code,' in its entirety, and enacting in lieu thereof a new Article VI, 'Electrical Code.' (Recommended by Plans and Policies Committee.)

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

Section 1 – Springfield City Code, Chapter 36, Article VI, 'Electrical Code,' is repealed in its entirety and a new Article VI is enacted in lieu thereof, to read as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

#### ARTICLE VI. – ELECTRICAL CODE

##### Sec. 36-611. – Adoption of 2018 Electrical Code.

City Council hereby adopts the National Fire Protection Association ("NFPA") 70, 2017 National Electrical Code, along with all errata that may be produced and published by the NFPA, and all referenced standards therein as if spelled out in this Ordinance, except such portions thereof as are hereinafter deleted, modified, or amended. This Code shall be designated as Article VI, 'Electrical Code,' of Chapter 36, of the Springfield City Code. One (1) copy of said Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

##### Sec. 36-612. – Deletions, modifications, amendments, and additions.

The National Fire Protection Association ("NFPA") 70, National Electrical Code, 2017 (hereinafter referred to as the "NEC"), as adopted, is hereby amended as follows:

Section 90.4 Enforcement is repealed in its entirety and replaced with:

Section 90.4 Enforcement. It shall be unlawful for any person to install, or permit the installation of, any electrical wiring, equipment, or apparatus within the corporate limits of the City of Springfield, unless the same shall be installed to conform with the standards and provisions of the 2017 NEC, the latest approved edition of the Electrical Service Standards of City Utilities of Springfield, and all other applicable City codes and ordinances. In the event of a conflict between these documents the most stringent or restrictive shall govern, or an administrative interpretation may be made by the Director of Building Development Services to resolve such conflicts.

## Article 100 Definitions

Service Repair. The repair or replacement of a device or element of the service with a new device or element of the service, provided the repair or replacement material is of the same size or ampacity as the original.

Service Upgrade. Any service work that cannot be defined as a service repair.

## Article 110.24 Available Fault Current

### (B) Modifications:

#### Exceptions:

1. The field-marking requirements in 110.24(A) and 110.24(B) shall not be required in industrial installations where conditions of maintenance and supervision ensure that only qualified persons service the equipment.

2. Field-marking requirements and calculations shall not be required on single-phase aerial or underground electrical installations when the service ampacity does not exceed 200 amps.

## 210.8 Ground-Fault Circuit-Interrupter Protection for Personnel

(A) Dwelling Units. All 125-volt, single-phase, 15- or 20- ampere receptacles installed in locations specified in 210.8(A)(1) through (10) shall have ground-fault circuit-interrupter protection for personnel.

(2) Garages, and ~~also accessory buildings that have a floor located at or below grade level and are: not intended as habitable rooms and limited to storage areas, work areas, and areas of similar use~~

a. not intended as habitable rooms; and,

b. limited to storage areas, work areas, and areas of similar use

Exception to (2): A single receptacle installed solely for electrical supply of a garage door opener.

210.12 Arc-Fault Circuit-Interrupter Protection

(A) Dwelling Units. All 120-volt, single phase, 15- and 20-ampere branch circuits supplying outlets or devices installed in dwelling unit ~~kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, laundry areas, or similar rooms or areas~~ shall be protected by any of the means described in 210.12(A)(1) through (6).

210.52 Dwelling Unit Receptacle Outlets.

(G) Basements, Garages, and Accessory Buildings.

(3) Basements. In each separate, unfinished portion of a basement, framed, interior walls for separate rooms constitute finished areas and, therefore, must have branch circuits as required by Article 210, and any required smoke detectors. All wiring must be protected from physical damage by the wall framing or the wall must be covered with sheetrock applied to at least one side of the wall.

230.11. Residential service upgrades and repairs.

(A) In all structures used for residential purposes, a service upgrade or modification must include:

(1) GFI receptacles in kitchen(s) and bathroom(s), if outlets are in existence at the time of the service upgrade;

(2) Approved hard-wired, dual-powered, interconnected smoke alarms installed and located per the adopted building code;

(3) A minimum of two (2) 20 amp grounded small appliance branch circuits in kitchens;

(4) Carbon monoxide detectors installed according to R315.1 where the structure has an attached garage or fuel-fired appliances; and,

(5) Corrections to all apparent hazards.

(B) Damage repair. If a fire or other similar incident damages any part of the electrical system within a residential structure, the system, in addition to all damaged systems, must be completely repaired and:

(1) All apparent hazards within the structure must be corrected.

(2) Hard-wired, dual-powered, interconnected smoke detectors and carbon-

monoxide detectors must be installed and located per the adopted building codes.

(3) A total or partial upgrade of the electrical system may be required if, in the opinion of an electrical expert in the Department of Building Development Services, the condition of the existing electrical system constitutes a potential threat to the safety and welfare of current or future occupants.

#### 230.70 General.

##### (A) Location.

(1) Readily Accessible Location. The service disconnecting means shall be installed at a readily accessible location either outside of a building or structure or inside nearest the point of entrance to the service conductors. The maximum length of conduit between the meter back and service disconnect shall not exceed 36 inches, unless otherwise authorized by the Department of Building Development Services.

#### 230.72 Grouping of Disconnects.

(A) General. The two to six disconnects as permitted in 230.71 shall be grouped. The term "grouped" as used in this sub-article is defined as being within two feet of each other, on the same wall, with no intervening obstructions exceeding eight inches in depth from the wall surface, unless otherwise authorized by the Department of Building Development Services prior to installation. Each disconnect shall be marked to indicate the load served.

#### 406.2 Definitions.

Child Care Facility. A building or structure, or portion thereof, for educational, supervisory, or personal-care services for more than four children 7 years old or less.

406.12 Tamper-Resistant Receptacles. All 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles in the areas specified in 406.12(1) through (73) shall be listed tamper-resistant receptacles.

(1) Dwelling units in all areas specified in 210.52 as amended and 550.13.

~~(2) Guest rooms and guest suites of hotels and motels.~~

(32) Child care facilities as amended.

~~(43)~~ Preschools and elementary education facilities.

~~(5) Business offices, corridors, waiting rooms and the like in clinics, medical and dental offices and outpatient facilities.~~



~~(6) — Subset of assembly occupancy~~

~~as described in 518.2 to include places of waiting transportation, gymnasiums, skating rinks, and auditoriums.~~

~~(7) — Dormitories.~~

Exception to (1), (2), and (3), ~~(4), (5), (6), and (7)~~: Receptacles in the following locations shall not be required to be tamper resistant:

(1) Receptacles located more than 1.7 m (5 ½ft) above the floor

(2) Receptacles that are part of a luminaire or appliance

(3) A single receptacle or a duplex receptacle for two appliances located within the dedicated space for each appliance that, in normal use, is not easily moved from one place to another and that is cord-an-plug-connected in accordance with 400.10(A)(6), (A)(7); or (A)(8).

(4) Nongrounding receptacles used for replacements as permitted in 404.4(D)(2)(a)

Sec. 36-613. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

Sec. 36-314. – Administrative Enforcement.

The administrative-enforcement provisions of Chapter 36 of the Springfield City Code, known as the Land Development Code, are applicable to the enforcement of the National Electrical Code.

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

Section 3 – Severability Clause. If any section, subsection, sentences, clause,

or phrase shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## EXPLANATION TO COUNCIL BILL 2019 -251

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VI, 'Electrical Code,' in its entirety, and enacting in lieu thereof a new Article VI, 'Electrical Code.' (Recommended by Plans and Policies Committee.)

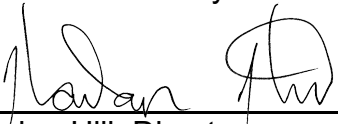
BACKGROUND AND REMARKS: The electrical code, adopted by the City of Springfield, does not have administrative-enforcement provisions. By applying enforcement provisions in Chapter 36 to enforce the electrical code, the City will provide safer electrical work.

The provisions contained within this Ordinance do not unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to types or classes of materials, products, or methods of construction.

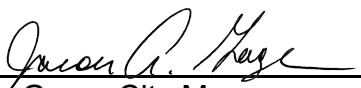
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services ("BDS") Department has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, mechanical contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Recommended by:

  
\_\_\_\_\_  
Harlan Hill, Director,  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage, City Manager

One rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed: 10-29-19

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 252

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development  
2 Code,' by repealing Article VII, 'International Property Maintenance Code,'  
3 in its entirety, and enacting a new Article VII, 'International Property  
4 Maintenance Code.' (Recommended by Plans and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article VII, 'International Property  
11 Maintenance Code,' is repealed in its entirety and a new Article VII is enacted in lieu  
12 thereof, to read as follows:  
13

14 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
15

#### 16 ARTICLE VII. – INTERNATIONAL PROPERTY MAINTENANCE CODE

17  
18 Sec. 36-615. – Adoption of 2018 International Property Maintenance Code.  
19

20 City Council hereby adopts the 2018 International Property Maintenance Code as  
21 published by the International Code Council and all referenced standards therein as if  
22 spelled out verbatim in this Ordinance, except such portions thereof as are hereinafter  
23 deleted, modified, or amended. This code shall be designated as Article VII,  
24 'International Property Maintenance Code,' of Chapter 36 the Springfield City Code,  
25 known as the 'Land Development Code.' A copy of the International Property  
26 Maintenance Code is on file in the office of the City Clerk, Busch Municipal Building,  
27 840 Boonville Avenue, Springfield, Missouri.  
28

29 Sec. 36-616. – Deletions, modifications, amendments, and additions.  
30

31 The 2018 International Property Maintenance Code, as adopted is hereby  
32 amended as follows:  
33

(a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Property Maintenance.

## Section 202 General Definitions

~~BASEMENT. That portion of a building which is partly or completely below grade.~~

~~INFESTATION. The presence, within or contiguous to, a structure or premises of insects, rats, vermin or other pests.~~

~~INOPERABLE MOTOR VEHICLE. A vehicle which that cannot be driven on the public streets for reasons including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power, or being improperly parked and unlicensed.~~

~~OCCUPANT. Any individual living or sleeping in a building, or having possession of a space within a building.~~

~~PERSON. An individual, corporation, partnership or any other group acting as a unit.~~

~~VACANT STRUCTURE. A structure that is substantially void of personal belongings and furnishings. A dwelling not occupied or used by a person.~~

301.3 Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure, and sanitary condition as provided herein so as not to cause a blighting problem, or contribute to, area blight or adversely affect the public health or safety.

Section 301.3.1 A boarded-building-permit fee is established in Article XII section 36-1212 (5). Each time a boarded-building permit expires, the department of building development services may renew the permit and charge an additional \$200 permit fee for the renewal.

Section 301.4 Disconnection or removal of required facilities. No owner, operator, or occupant may cause any service, facility, equipment, or utility, required under this article, to be removed from, shut off, or discontinued for any occupied dwelling. However, the director of the Department of Building Development Services may allow a

80 temporary disconnection or removal of required facilities, if necessary, under the utility-  
81 transfer clause of a lease agreement, while actual repairs or alterations are in process,  
82 or during temporary emergencies.

83  
84 Section 301.5 Discharge of solids, liquids, or gases. No solid, liquid, or gas may be  
85 discharged onto or from property in a manner that creates a nuisance to the public or  
86 other property owners.

87  
88 Subsections 302.4 Weeds and 302.8 Motor Vehicles are deleted in their entirety.

89  
90 Subsections 304.2 Protective treatment and 304.3 Premises identification are deleted in  
91 their entirety.

92  
93 Section 304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and  
94 loose or rotting materials and maintained weatherproof. ~~and properly surface coated~~  
95 ~~where required to prevent deterioration.~~

96  
97 Section 304.9 Overhang extensions. All overhang extensions including, but not limited  
98 to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust  
99 ducts, shall be maintained in good repair and properly anchored so as to be kept in  
100 sound condition. When required, all exposed surfaces of metal or wood shall be  
101 protected from the elements and against decay ~~or rust by periodic application of~~  
102 ~~weather coating materials, such as paint or similar surface treatments.~~

103  
104 Section 304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and  
105 similar appurtenances shall be maintained structurally safe and sound, and in good  
106 repair. ~~All exposed surfaces of metal or wood shall be protected from the elements and~~  
107 ~~against decay or rust by periodic application of weather coating materials, such as paint~~  
108 ~~or similar surface treatment.~~

109  
110 Section 304.13.2 Openable windows. Every window, other than a fixed window, shall  
111 be easily openable, ~~and capable of being held in an open position by window hardware.~~

112  
113 Section 304.14 Insect screens. During the period from April 1 to November 1, each  
114 year, every door, window, and other outside opening required for ventilation of habitable  
115 rooms, food preparation, food service areas, or any areas where products to be  
116 included or utilized in food for human consumption are processed, manufactured,  
117 packaged, or stored shall be supplied with approved, tightly-fitting screens of minimum  
118 16 mesh per inch (16 mesh per 25mm), and every screen door for insect control shall  
119 have a self-closing device in good working condition.

120  
121 Section 304.17 Guards for basement windows. Every basement window that is  
122 openable shall be supplied with ~~rodent shields,~~ storm windows or other approved  
123 protection against the entry of rodents.

~~Section 304.19 Gates. All exterior gates, gate assemblies, operator systems if provided, and hardware shall be maintained in good condition. Latches at all entrance shall tightly secure the gates.~~

## Section 305 Interior Structure

Subsection 305.3 Interior surfaces is deleted in its entirety.

Section 306 Component Serviceability is deleted in its entirety and replaced with:

### Section 306 Use of Cellar or Basement as Habitable Room or Dwelling Unit.

1. No cellar space may be used as a dwelling unit.
2. No cellar or basement space may be used as a habitable room and no basement space may be used as a dwelling unit unless:
  - a The floor and walls are impervious to leakage of underground and surface runoff water and are fully insulated against moisture intrusion and dampness;
  - b The total window area in each room is equal to at least the minimum window area size as required in Section 402;
  - c Such required minimum window area is located entirely above the grade of the ground adjoining such window area; and,
  - d The total, operable-window area in each room is equal to at least the minimum as required under Section 402, except where there is supplied some other device affording adequate ventilation, which is approved by the director of the Department of Building Development Services in writing.
3. Notwithstanding the provisions of this section, any basement or cellar space may be used for living, eating, cooking, or sleeping if, for each such use, there are other facilities complying with this article available within the same dwelling for the occupants thereof. The intent of this subsection is to allow any basement or cellar space to be used as a habitable room if it is supplemental to, or in addition to, a dwelling unit or habitable room complying with this article.

Section 308.2.1 Rubbish storage facilities. The owner of every occupied premises containing five or more dwelling units shall supply an approved covered container for rubbish and the owner of the premises shall be responsible for the removal of rubbish.

Section 308.3.1 Garbage facilities. The owner of every dwelling shall supply one of the following: an approved mechanical food waste grinder in each dwelling unit; an approved incinerator unit in the structure available to the occupants in each dwelling unit; or an approved leakproof, covered, outside garbage container.

Exception: The owner-supplied garbage container shall only apply to occupied premises containing five or more dwelling units.

## Section 602 Heating Facilities

Section 602.3 Heat supply. Every owner and operator of any building who rents, leases, or lets one or more dwelling units or sleeping units on terms, either expressed or implied, ~~to~~ shall furnish a heat source permitted by City Code to the occupants thereof ~~shall supply heat during the period from October 1 to April 30 each year to maintain a~~ capable of maintaining a minimum temperature of 68 degrees F (20°C) in all habitable rooms, bathrooms, and toilet rooms.

Section 606 Elevators, Escalators and Dumbwaiters is deleted in its entirety.

Sec. 36-617. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

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

Section 4 - This Ordinance shall be in full force and effect 90 days from and after passage by City Council.



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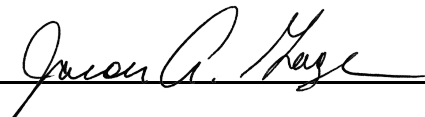
Passed at Meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to Form: , Assistant City Attorney

Approved for Council Action: , City Manager

## EXPLANATION TO COUNCIL BILL 2019-252

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

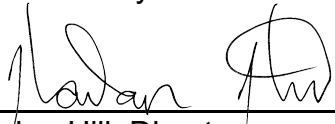
PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VII, 'International Property Maintenance Code,' in its entirety, and enacting a new Article VII, 'International Property Maintenance Code.' (Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current Property Maintenance code enforced by the City is the 2012 International Property Maintenance Code. By adopting the 2018 International Property Maintenance Code, the City will be adopting the most up-to-date, nationally-recognized, Property Maintenance code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 8  
Filed 10-29-19

Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 253

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development  
2 Code,' by repealing Article VIII, 'Plumbing Code,' in its entirety, and  
3 enacting in lieu thereof a new Article VIII, 'Plumbing Code.'  
4 (Recommended by Plans and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article VIII, 'Plumbing Code,' is  
11 repealed in its entirety and a new Article VIII is enacted in lieu thereof, to read as  
12 follows:  
13

14 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
15

#### 16 ARTICLE VIII. – PLUMBING CODE

##### 17 Sec. 36-621. – Adoption of 2018 Plumbing Code.

18 City Council hereby adopts the 2018 International Plumbing Code as published by the  
19 International Code Council, and all referenced standards therein as if spelled out in this  
20 Ordinance, except such portions thereof as are hereinafter deleted, modified, or  
21 amended, as Article VIII, 'Plumbing Code,' of Chapter 36 of the Springfield City Code,  
22 known as the 'Land Development Code.' One (1) copy of said Code is on file in the  
23 office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield,  
24 Missouri.  
25  
26

##### 27 Sec. 36-622. – Deletions, modifications, amendments and additions.

28 The 2018 International Plumbing Code as adopted is hereby amended and changed as  
29 follows:  
30

31 (a) Chapter 1 is repealed in its entirety because code enforcement is covered in  
32  
33

Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Plumbing Code.

305.4.1 Sewer depth. Building sewers that connect to private-sewage-disposal systems shall be installed ~~not less than a minimum of [NUMBER] 18 inches (mm)~~ below finished grade at the point of septic-tank connection. Building sewers shall be ~~a minimum of~~ installed not less than ~~[NUMBER] 12 inches (mm)~~ below grade.

312.1 Required tests. The permit holder shall make the applicable tests prescribed in Sections 312.2 through 312.10 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the plumbing work is ready for tests. The code official, or the code official's duly-authorized representative, may witness or require verification of these tests. The equipment, material, power, and labor necessary for the inspection and test shall be furnished by the permit holder and he or she shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests. Plumbing-system piping shall be tested with either water or, for piping systems other than plastic, by air. After the plumbing fixtures have been set and their traps filled with water, the entire drainage system shall be submitted to final tests. The code official shall require the removal of any cleanouts, if necessary, to ascertain whether the pressure has reached all parts of the system.

403.2 Separate facilities. Where plumbing fixtures are required, separate facilities shall be provided for each sex.

Exceptions:

- ~~1. Separate facilities shall not be required in structures or tenant spaces with a total occupant load, including both employees and customers, of 15 or fewer.~~  
Except for mercantile uses, occupancies which do not serve food or beverages to be consumed within the structure or tenant space, do not require separate facilities when the total occupant load, including both employees and customers, does not exceed 49.

410.4 Substitution.

Exception: In all use groups except Use Group A, where the occupant load is less than

49, a bottled water dispenser or water cooler with a minimum 2-gallon capacity may be substituted for the required drinking fountain.

#### Section 504.7 Required pan

##### Exceptions:

1. A pan will not be required if the floor is concrete and a floor drain is adjacent to the device or the floor is a slab-on-grade, concrete floor.
2. A pan will not be required on a water heater changeout if the pre-existing conditions did not contain a pan.

604.8 Water pressure-reducing valve or regulator. ~~Where the water pressure within a building is expected to exceed 80 psi (552 kPa) static, an approved water pressure reducing valve conforming to ASSE 1003 or CSA B356 with strainer shall be installed to reduce the pressure in the building water distribution piping to not greater than 80 psi (552 kPa) static.~~ An approved water-pressure-reducing valve conforming to ASSE 1003 with strainer shall be installed to reduce the pressure in the building water distribution piping to 80 psi (552 kPa) static or less.

606.3 Access to valves. ~~Access~~ Ready access shall be provided to all required full-open valves and shutoff valves.

608.1 General. A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from nonpotable liquids, solids or gases being introduced into the potable and public water supply through cross connections or any other piping connections to the system. Backflow preventer applications shall conform to Table 608.1, except as specifically stated in Sections 608.2 through 608.17.10, ~~and Missouri Department of Natural Resources regulations for backflow prevention in effect at the time of installation; where requirements differ the requirement that provides the highest level of protection shall govern.~~ Installation of a backflow preventer is required as a condition for new systems not governed by the residential code and for permitted modifications to an existing system not governed by the residential code where more than four drainage fixture units, as defined in Table 709.1, are installed; the drainage fixture unit valve for a pot sink or three compartment sink shall be defined as three fixture units. This backflow preventer shall be installed as close as possible to the point where the potable water service enters the building or as approved by the water purveyor. No branch lines or taps will be allowed between the water meter and the backflow preventer. Backflow preventers shall be tested and tagged prior to final plumbing inspection.

#### 608.17.4

##### Exceptions:

2. ~~Isolation of the water distribution system is not required for deluge, precaution or dry pipe systems.~~

608.17.4.2 Location. All required automatic fire sprinkler and standpipe system backflow preventers shall be located in accordance with the requirements of the water purveyor. Location of backflow preventers shall be such that ready access for service and testing is achieved.

Section 608.18 Protection of individual water supplies. An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with ~~Sections 608.18.1 through 608.18.8.~~ standards established by the Springfield-Greene County Health Department, the water purveyor, and/or the Missouri Department of Natural Resources, for all site requirements related to protection of individual, water-supply systems. The more restrictive provisions specified for health, safety, and welfare shall apply whenever a conflict exists.

Subsections 608.18.1 through 608.18.8 are repealed in their entirety.

802.1.7 Food utensils, dishes, pots and pans sinks. Sinks, in other than dwelling units, used for the washing, rinsing, or sanitizing of utensils, dishes, pots, or pans; or, service ware, used in the preparation, serving, or eating of food, shall discharge indirectly through an air gap or an air break to the drainage system. The drainage system includes the grease interceptor.

903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than ~~[NUMBER]~~ 12 inches above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck, or similar purposes, open vent pipes shall terminate not less than 7 feet (2134 mm) above the roof.

918.3 Where permitted. Individual, branch, and circuit vents shall be permitted to terminate with a connection to an individual or branch-type-air-admittance valve in accordance with Section 918.3.1 only with approval from the code official or the code official's duly authorized representative, prior to design or installation. Stack vents and vent stacks shall be permitted to terminate to stack-type-air-admittance valves in accordance with Section 918.3.2 only with approval from the code official or the code official's duly authorized representative prior to design or installation. The use of air-admittance valves shall be permitted only in the remodel of existing buildings and shall not be permitted in new structures and building additions, except for island fixtures, unless otherwise approved by the code official or the code official's duly authorized representative, prior to design or installation. Requests for approval shall be submitted separately in writing.

1003.3 Grease interceptors. Grease interceptors shall comply with the requirements of Sections 1003.3.1 through 1003.3.8. ~~and The grease interceptor shall meet the~~ requirements and guidelines of the City of Springfield Fats, Oils, and Grease ("FOG") Management Plan, based on the anticipated conditions of use, and shall be subject to

the approval of Clean Water Services.

1003.3.1 Grease interceptors and automatic grease removal devices required. A grease interceptor or an automatic grease-removal device shall be required to receive the drainage from fixtures and equipment with grease-laden waste located in food preparation areas, such as in restaurants, hotel kitchens, hospitals, school kitchens, bars, factory cafeterias, daycare centers, and clubs. Fixtures and equipment shall include: mop sinks; kitchen floor drains and sinks; culinary sinks; hand sinks; pot sinks; prerinse sinks; soup kettles or similar devices; wok stations; floor drains or sinks into which kettles are drained; automatic hood wash units and dishwashers without prerinse sinks. Grease interceptors and automatic grease removal devices shall receive waste only from fixtures and equipment that allow fats, oils, or grease to be discharged. Where the lack of space or other constraints prevent the installation or replacement of a grease interceptor, one or more grease interceptors shall be permitted to be installed on or above the floor and upstream of an existing grease interceptor.

1003.3.2 Food waste disposers restriction. A food-waste disposer shall not discharge to a grease interceptor through a solids separator.

1003.3.3 Additives to grease interceptors. Dispensing systems that dispense interceptor performance additives to a grease interceptor shall not be installed. Systems that discharge emulsifiers, chemicals or enzymes to grease interceptors are prohibited.

1003.3.7 Gravity grease interceptors and gravity grease interceptors with fats, oils, and greases disposal systems. The required capacity of gravity grease interceptors and gravity grease interceptors with fats, oils, and greases disposal systems shall be determined by multiplying the peak drain flow into the interceptor in gallons per minute by a retention time of 30 minutes. Gravity grease interceptors shall be designed and tested in accordance with IAPMO/ANSI Z1001. Gravity grease interceptors with fats, oils, and greases disposal systems shall be designed and tested in accordance with ASME A112.14.6 and IAPMO/ANSI Z1001. Gravity grease interceptors and gravity grease interceptors with fats, oils, and greases disposal systems shall be installed in accordance with manufacturer's instructions. Where manufacturer's instructions are not provided, gravity grease interceptors and gravity grease interceptors with fats, oils, and greases disposal systems shall be installed in compliance with ASME A112.14.6 and IAPMO/ANSI Z1001. Concrete grease interceptors are prohibited.

1003.11 Sampling manhole. A sampling manhole shall be installed for all required interceptors in accordance with City of Springfield Public Works standard details to monitor the entire building, or to monitor individual tenant space as determined by Clean Water Services.

1202.2 The installation and inspection of all medical gases must be performed by a person who carries a National Inspection Testing & Certification Corporation ("NITC") 6010 Medical Gas Installer Certification or an equivalent certification as approved by the code official.

218  
219 1202.3 The final inspection of a medical-gas system shall be performed as a special  
220 inspection by a person who carries a National Inspection Testing & Certification  
221 Corporation ("NITC") 6020 Medical Gas Inspector Certification or an equivalent  
222 certification as approved by the code official. This final special inspection must be  
223 submitted to the plumbing inspector for approval before the final plumbing inspection  
224 can be performed.

225  
226 All language referring to flood-hazard areas is repealed and replaced with:

227  
228 All structures located within a designated flood hazard area shall comply with Chapter  
229 36, Article XVII of the Springfield City Code.

230  
231 Sec. 36-623. – Adoption of appendices.

232  
233 By adoption of the 2018 International Plumbing Code, the following appendices are part  
234 of this Code.

235  
236 Appendix B: Rates of Rainfall for Various Cities

237 Appendix C: Structural Safety

238 Appendix D: Degree Day and Design Temperatures

239 Appendix E: Sizing of Water Piping System

240  
241 Sec. 36-624. – Penalty clause.

242  
243 Any person convicted of: violating this Ordinance; failing to comply with any order  
244 issued under it; or, erecting, constructing, altering, or repairing a building, structure, or  
245 system in violation of an approved plan or directive of the code official or of a permit or  
246 certificate issued under these codes shall be punished as provided in section 1-7 of the  
247 City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second  
248 offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not  
249 necessary to prosecute a violation of any provision of this article or these codes, unless  
250 the violation involves failure to comply with an order. Each day a violation continues is a  
251 separate offense.

252  
253 Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to  
254 affect any suit or proceeding now pending in any court or any rights acquired or liability  
255 incurred nor any cause or causes of action accrued or existing, under any act or  
256 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
257 impaired, or affected by this Ordinance.

258  
259 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
260 phrase of this Ordinance is for any reason held to be invalid, such decision shall not  
261 affect the validity of the remaining portions of this Ordinance. Council hereby declares  
262 that it would have adopted the ordinance and each section, subsection, sentence,  
263 clause, or phrase thereof, irrespective of the fact that any one or more sections,



subsections, sentences, clauses, or phrases be declared invalid.

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2019- 253**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VIII, 'Plumbing Code,' in its entirety, and enacting in lieu thereof a new Article VIII, 'Plumbing Code.' (Recommended by Plans and Policies Committee.)

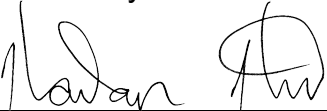
BACKGROUND AND REMARKS: The current plumbing code enforced by the City is the 2012 International Plumbing Code. With the adoption of the 2018 International Plumbing Code, the City will be adopting the most up-to-date, nationally-recognized, plumbing code.

The provisions contained within this Ordinance do not unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and do not give preferential treatment to types or classes of materials, products, or methods of construction.

The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

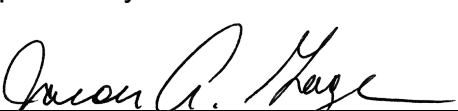
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, mechanical contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:



Harlan Hill, Director  
Building Development Services

Approved by:



Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed 10-29-19

Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 254

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development  
2 Code,' by repealing Article IX, 'Mechanical Code,' in its entirety, and  
3 enacting in lieu thereof a new Article IX, 'Mechanical Code.'  
4 (Recommended by Plans and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article IX, 'Mechanical Code,' is  
11 repealed in its entirety and a new Article IX is enacted in lieu thereof, to read as follows:  
12

13 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
14

#### 15 ARTICLE IX. – MECHANICAL CODE

16  
17 Sec. 36-631. – Adoption of 2018 Mechanical Code.

18  
19 City Council hereby adopts the 2018 International Mechanical Code, as published by  
20 the International Code Council, and all referenced standards therein as if spelled out in  
21 this Ordinance, except such portions thereof as are hereinafter deleted, modified, or  
22 amended. This Code is designated as Article IX, 'Mechanical Code,' of Chapter 36 of  
23 the Springfield City Code, known as the 'Land Development Code.' One (1) copy of said  
24 code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville  
25 Avenue, Springfield, Missouri.  
26

27 Sec. 36-632. – Deletions, modifications, amendments, and additions.  
28

29 The 2018 International Mechanical Code, as adopted, is hereby amended and changed  
30 as follows:  
31

- 32 (a) Chapter 1 is repealed in its entirety because code enforcement is covered in  
33 Springfield City Code Chapter 36, Land Development Code, Article I,

Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Mechanical Code.

301.19 Work materials and equipment in a regulated floodplain. All work materials and equipment performed or installed within a regulated floodplain shall comply with requirements stipulated in Chapter 36, Article XVII Floodplain Management. Equipment and material subject to damage by floodwater within a regulated floodplain shall be elevated not less than two feet above the base flood elevation. All other provisions in this code that refer to work, materials or equipment in a floodplain are repealed and shall be disregarded.

#### 304.11 Guards

Exception: Guards are not required on small, walk in-coolers or freezers that are:

1. factory-built;
2. assembled on site;
3. used only by employees;
4. not continuously occupied; and,
5. no greater than 500 square feet in size.

307.2.1 Condensate disposal. Condensate from all cooling coils and evaporators shall be conveyed from the drain-pan outlet to an approved place of disposal. Such piping shall maintain a minimum horizontal slope in the direction of discharge of not less than one-eighth unit vertical in 12 units horizontal (1 percent slope). Condensate shall not discharge into a street, alley, crawl space, or other areas to cause a nuisance.

#### 502.14 Motor vehicle operation.

Exception: 4. If it can be shown, subject to the approval of the code official having jurisdiction, that the area of motor vehicle operation in an existing building was previously used as a motor vehicle operation area, a properly listed and labeled exhaust hose not greater than eight (8) feet in length may be used, provided it is connected to

80 the vehicle while in operation and securely attached to a permanent opening through  
81 the exterior surface of the building.

82  
83 506.3.2.5 Grease duct test. Prior to the use or concealment of any portion of a grease-  
84 duct system, a leakage test shall be performed. Ducts shall be considered to be  
85 concealed where installed in shafts or covered by coating or wraps that prevent the  
86 ductwork from being visually inspected on all sides. The permit holder shall be  
87 responsible to provide the necessary equipment and perform the grease-duct-leakage  
88 test. ~~A light test shall be performed to determine that all welded and grazed joints are~~  
89 ~~liquid tight. A light test shall be performed by passing a lamp having a power rating of~~  
90 ~~not less than 100 watts through the entire section of ductwork to be tested. The lamp~~  
91 ~~shall be open so as to emit light equally in all directions perpendicular to the duct walls.~~  
92 ~~A test shall be performed for the entire duct system including the hood to duct~~  
93 ~~connection. The duct work shall be permitted to be tested in sections, provided that~~  
94 ~~every joint is tested. For listed factory built grease ducts, this test shall be limited to duct~~  
95 ~~joints assembled in the field and shall exclude factory welds. The grease duct shall be~~  
96 ~~tested by drawing a vacuum on or pressurizing the installed, in place, grease duct to a~~  
97 ~~minimum of 4 inches water column (995 pa, 0.144 psi). The test shall be witnessed by~~  
98 ~~the code official or the code official's duly authorized agent. The grease duct will pass~~  
99 ~~inspection if the pressure or vacuum applied holds for 15 minutes with zero leakage.~~  
100 Measurement shall be made with a digital manometer or pressure gauge with an  
101 accuracy of +/- 0.5 percent. The measurement device shall be connected to the test  
102 cover of the hood and duct connection and shall be readily accessible for reading.

103  
104 509.2 Domestic Uses. Cooking appliances required by section 505.6 to have a  
105 domestic, cooking-exhaust system shall be provided with a UL 300 A listed fire  
106 suppression system.

107  
108 Sec. 36-633. – Adoption of appendix.

109  
110 By adoption of the 2018 International Mechanical Code, Appendix A, Chimney  
111 Connector Pass-Throughs is part of this code.

112  
113 Sec. 36-634. – Penalty clause.

114  
115 Any person convicted of: violating this article; failing to comply with any order  
116 issued under it; or, erecting, constructing, altering, or repairing a building, structure, or  
117 system in violation of an approved plan or directive of the code official or of a permit or  
118 certificate issued under these codes shall be punished as provided in section 1-7 of the  
119 City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second  
120 offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not  
121 necessary to prosecute a violation of any provision of this article or these codes, unless  
122 the violation involves failure to comply with an order. Each day a violation continues is a  
123 separate offense.

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

130  
131        Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
132 phrase of this Ordinance is for any reason held to be invalid, such decision shall not  
133 affect the validity of the remaining portions of this Ordinance. Council hereby declares  
134 that it would have adopted the ordinance and each section, subsection, sentence,  
135 clause, or phrase thereof, irrespective of the fact that any one or more sections,  
136 subsections, sentences, clauses, or phrases be declared invalid.

137  
138        Section 4 – This Ordinance shall be in full force and effect 90 day from and after  
139 passage by City Council.

140  
141 Passed at meeting: \_\_\_\_\_

142  
143 \_\_\_\_\_  
144 Mayor

145  
146 Attest: \_\_\_\_\_, City Clerk

147  
148 Filed as Ordinance: \_\_\_\_\_

149  
150 Approved as to form: Duke M. Donald, Assistant City Attorney

151  
152 Approved for Council action: Jason A. Hays, City Manager  
153  
154

## **EXPLANATION TO COUNCIL BILL 2019-254**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article IX, 'Mechanical Code,' in its entirety, and enacting in lieu thereof a new Article IX, 'Mechanical Code.' (Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current mechanical code enforced by the City is the 2012 International Mechanical Code. By adopting the 2018 International Mechanical Code, the City will be adopting the most up-to-date, nationally-recognized, mechanical code. The provisions contained within this Ordinance do not unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, mechanical contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 7  
Filed \_\_\_\_\_

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019 - 255

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land Development  
2 Code,' by repealing Article XIV, 'Fuel Gas Code,' in its entirety, and  
3 enacting in lieu thereof a new Article XIV, 'Fuel Gas Code.'  
4 (Recommended by Plans and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article XIV, 'Fuel Gas Code,' is  
11 repealed in its entirety and a new Article XIV is enacted in lieu thereof, to read as  
12 follows:  
13

14 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
15

#### 16 ARTICLE XIV. – FUEL GAS CODE

17  
18 Sec. 36-1401. – Adoption of 2018 Fuel Gas Code.  
19

20 City Council hereby adopts the 2018 International Fuel Gas Code as published by the  
21 International Code Council, and all referenced standards therein as if spelled out in this  
22 Ordinance, except such portions thereof as are hereinafter deleted, modified, or  
23 amended. This Code shall be designated as Article XIV, 'Fuel Gas Code,' of Chapter  
24 36, of the Springfield City Code, known as the 'Land Development Code', one (1) copy  
25 of said Code, which shall remain on file in the office of the City Clerk, Busch Municipal  
26 Building, 840 Boonville Avenue, Springfield, Missouri.  
27

28 Sec. 36-1402. – Deletions, modifications, amendments, and additions.  
29

30 The 2018 International Fuel Gas Code, as adopted, is hereby amended and changed as  
31 follows:  
32



(a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Fuel Gas Code.

#### Section 301 (IFGC) General

301.11 Flood hazard. For structures located in flood-hazard areas, the appliance, equipment, and system installations regulated by this Code shall be located at or above the elevation required by Section 1612 of the International Building Code for utilities and attendant equipment. comply with Chapter 36, Article XVII, Floodplain Management, of the City Code.

#### Section 401 (IFGC) General

401.5 Identification. ~~For other than black steel pipe, exposed piping shall be identified by a yellow label marked "Gas" in black letters. The marking shall be spaced at intervals not exceeding 5 feet (1524 mm). The marking shall not be required on pipe located in the same room as the equipment served.~~ All gas piping shall be identified by a yellow background marked "Gas" in black letters. Identification shall be in the form of a tag, stencil, or other permanent marking. Such identification shall be clearly and easily readable from the floor of the room of its location. Spacing on black steel pipe shall be at intervals of not more than 15 feet in concealed locations, 25 feet in exposed locations, and not less than once in any room space. Spacing for all other piping materials shall be at intervals not exceeding 5 feet and not less than once in any room space.

#### Section 402 (IFGC) Pipe sizing

Subsection 402.7 is repealed and replace with:

402.7 Operating pressure. The standard operating pressure for piping systems located inside buildings shall be 0.25 psig. Design operating pressures other than 0.25 psig shall only be allowed in areas where the gas supplier has sufficient main-line delivery pressure to assure adequate supply. The installer shall be responsible for verifying the availability of elevated pressure with the gas supplier.

402.7.1 Operating pressures of 2 psig or less. For operating pressures of 2 psig or

less, the piping material shall be in conformance with Section 403 of the 2018 International Fuel Gas Code, as amended herein.

402.7.2 Pressures above 2 psig. Operating pressures above 2 psig shall only be allowed if all the following conditions are met:

1. Adequate pressure is available from the fuel-gas supplier; and,
2. The piping system is in an area zoned to allow commercial, industrial, or heavy manufacturing uses;
3. The connected load is 1000 CFH or greater and the facility has connected equipment that requires higher pressures for proper operation;
4. The installation is approved by the code official and the fuel-gas supplier;
5. The piping system is welded steel pipe;
6. All connected equipment is provided with regulators rated for the pressure provided.

402.7.3 Liquefied petroleum gas systems. The operating pressure for undiluted LP-gas systems shall not exceed 20 psig (140 kPa gauge). Buildings having systems designed to operate below -5°F (-21°C) or with butane or a propane-butane mix shall be designed to either accommodate liquid LP-gas or prevent LP-gas vapor from condensing into a liquid.

These subsections are repealed in their entirety:

- a. 403.4.3 Copper and copper alloy.
- b. 403.5.3 Copper and copper alloy tubing.

404.2 CSST. CSST piping systems shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's instructions, requirements in administrative rulings, and this code.

404.9.1 Gas meter set connection. The gas-meter-set location and design shall be in accordance with the local gas operator's standards.

404.11.2 Protection methods. Underground piping shall comply with one or more of the following:

4. Buried steel piping shall be coated and insulated with insulating fittings or unions on both ends above grade outside the building within 6 inches to 18 inches above grade with a minimum of one-5lb magnesium anode installed for every

200 feet of buried pipe.

## Section 406 (IFGC) Inspection, Testing, and Purging

406.4.1 Test pressure and duration. The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. The test on all gas piping designed for 2 PSIG and less, shall be made by closing all openings and subjecting the pipes to a minimum of 20 PSIG with a 15-minute duration. The test on all gas piping designed for greater than 2 PSIG shall be a minimum of 20 PSIG with 120-minute duration. The measurement range of the test gauge shall be from 0 to no more than 30 PSIG and shall be readily visible for reading.

Subsection 406.4.2 Test duration is repealed in its entirety.

409.1.4 Shutoff valve support. All shutoff valves shall be supported in such a manner as to prevent movement of the valve body when the valve is operated. Connection of the valve to a section of iron pipe either immediately upstream or downstream of the valve shall be considered an acceptable support.

410.3.2 Vent termination. All regulator-relief vents terminating outdoors shall be provided with a manufactured termination fitting equipped with an internal stainless-steel screen. The termination point shall be a minimum of eighteen (18) inches above grade or roof surface.

411.1 Connecting appliances. Except as required by Section 411.1.1, appliances shall be connected to the piping system by one of the following:

2. Corrugated stainless-steel tubing (CSST) where installed in accordance with the manufacturer's instructions and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling where installed in accordance with the manufacturer's instructions.
3. Semirigid metallic tubing and metallic fittings with approval prior to design or installation. Installations with prior approval are listed and installation requirements in administrative rulings. Lengths shall not exceed the length required for the installation or a maximum of 6 feet (1829 mm) and shall be located entirely in the same room as the appliance. Semirigid metallic tubing shall not enter a motor-operated appliance through an unprotected knockout opening.
4. Listed and labeled appliance connectors in compliance with ANSI Z21.24/CGA

6.10 and installed in accordance with manufacturer's instructions and located entirely in the same room as the appliance and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling.

Sec. 36-1403. – Adoption of appendices.

By adoption of the 2018 International Private Sewage Disposal Code, the following appendices are part of this Code.

Appendix A, Sizing and Capacities of Gas Piping

Appendix B, Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances listed for use and Type B Vents

Appendix C, Exit Terminals of Mechanical Draft and Direct-Vent Venting Systems

Sec. 36-1404. – Penalty clause.

Any person convicted of: violating this ordinance [article]; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

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

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2019-255**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

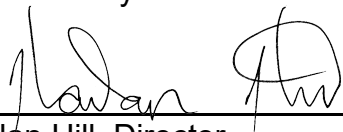
PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article XIV, 'Fuel Gas Code,' in its entirety, and enacting in lieu thereof a new Article XIV, 'Fuel Gas Code.' (Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current fuel gas code enforced by the City is the 2012 International Fuel Gas Code. By adopting the 2018 International Fuel Gas Code, the City will be adopting the most up-to-date, nationally-recognized, fuel gas code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

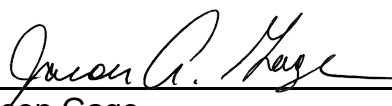
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and was approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 4  
Filed 10-29-19

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019 - 256

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the 'Land  
2 Development Code,' by repealing Article XV, 'Private Sewage Disposal  
3 Code,' in its entirety, and enacting in lieu thereof a new Article XV,  
4 'Private Sewage Disposal Code.' (Recommended by Plans and Policies  
5 Committee.)  
6 \_\_\_\_\_  
7

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

10  
11 Section 1 – Springfield City Code, Chapter 36, Article XV, 'Private Sewage  
12 Disposal Code,' is repealed in its entirety and a new Article XV is enacted in lieu  
13 thereof, to read as follows:  
14

15 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)

#### 16 17 ARTICLE XV. – PRIVATE SEWAGE DISPOSAL CODE

18  
19 Sec. 36-1501. – Adoption of 2018 Private Sewage Disposal Code.

20  
21 City Council hereby adopts the 2018 Private Sewage Disposal Code as published by  
22 the International Code Council, and all referenced standards therein as if spelled out  
23 herein, except such portions thereof as are hereinafter deleted, modified, or amended.  
24 This Code shall be designated as Article XV, 'Private Sewage Disposal Code,' of  
25 Chapter 36 of the Springfield City Code, known as the 'Land Development Code.' One  
26 (1) copy of said code shall remain on file in the office of the City Clerk, Busch Municipal  
27 Building, 840 Boonville Avenue, Springfield, Missouri.  
28

29 Sec. 36-1502. – Deletions, modifications, amendments and additions.

30  
31 The 2018 Private Sewage Disposal Code, as adopted, is hereby amended and  
32 changed as follows:  
33

(a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices shall include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Private Sewage Disposal Code.

(d) Table 406.1 of Section 406, Site requirements, is repealed in its entirety. All references to Table 406.1 shall, instead, refer to standards established by the Springfield-Greene County Health Department and/or the Missouri Department of Natural Resources for all site requirements related to soil absorption systems of a private, sewage-disposal system.

Sec. 36-1503. – Adoption of appendices.

By adoption of the 2018 International Private Sewage Disposal Code, the following appendices are part of this Code.

Appendix A System layout illustrations

Appendix B Tables for pressure distribution systems

Sec. 36-1504. – Penalty clause.

Any person violating any of the provisions of this article, or failing to comply with any order issued pursuant to any section thereof, or who erects, constructs, alters, or repairs a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under the provisions of these codes, shall be guilty of a violation of a municipal ordinance and upon conviction thereof shall be punished as provided for in section 1-7 of the City Code. But, any fine imposed shall not be less than \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Each day that a violation continues, after a service of notice as provided for in these codes, shall be deemed a separate offense. Notice as set forth in section 36-166, as a precursor to prosecution, shall not be required in order to prosecute a person for a violation of any provision of this article or these codes, but such notice shall be required to prosecute a person for failure to comply with an order under these codes.

Secs. 36-1505—36-1600. - Reserved.



79        Section 2 – Savings Clause. Nothing in this Ordinance shall be construed to  
80 affect any suit or proceeding now pending in any court or any rights acquired, or liability  
81 incurred nor any cause or causes of action accrued or existing, under any act or  
82 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
83 impaired, or affected by this Ordinance.  
84

85        Section 3 – Severability Clause. If any section, subsection, sentence, or clause,  
86 or phrase of this Ordinance is for any reason held to be invalid, such decision shall not  
87 affect the validity of the remaining portions of this Ordinance. Council hereby declares  
88 that it would have adopted the ordinance and each section, subsection, sentence,  
89 clause, or phrase thereof, irrespective of the fact that any one or more sections,  
90 subsections, sentences, clauses or phrases be declared invalid.  
91

92        Section 4 – This Ordinance shall be in full force and effect 90 days from and after  
93 passage by City Council.  
94

95 Passed at meeting: \_\_\_\_\_  
96

97 \_\_\_\_\_  
98 Mayor  
99

100 Attest: \_\_\_\_\_, City Clerk  
101

102 Filed as Ordinance: \_\_\_\_\_  
103

104 \_\_\_\_\_  
105 Approved as to form: Duke M. Donald, Assistant City Attorney  
106

107 \_\_\_\_\_  
108 Approved for Council action: Jason A. Hage, City Manager

## **EXPLANATION TO COUNCIL BILL 2019-256**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article XV, 2018 'Private Sewage Disposal Code,' in its entirety, and enacting in lieu thereof a new Article XV, 'Private Sewage Disposal Code.' (Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current Private Sewage Disposal code enforced by the City is the 2012 International Private Sewage Disposal Code. By adopting the 2018 International Private Sewage Disposal Code, the City will be adopting the most up-to-date, nationally-recognized, Private Sewage Disposal code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

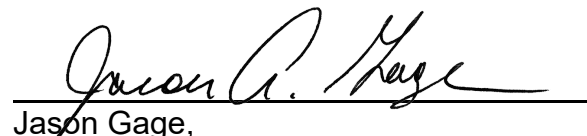
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and was approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 5  
Filed 10-29-19

Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019-257

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36 of the Springfield City Code, known as the Land Development  
2 Code, by repealing Article XVI, 'Existing Building Code,' in its entirety,  
3 and enacting in lieu thereof a new Article XVI, 'Existing Building Code.'  
4 (Recommended by Plans and Policies Committee.)  
5 \_\_\_\_\_  
6

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

10 Section 1 – Springfield City Code, Chapter 36, Article XVI 'Existing Building  
11 Code,' is repealed in its entirety and a new Article XVI is enacted in lieu thereof, to read  
12 as follows:  
13

14 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
15

#### 16 ARTICLE XVI. – EXISTING BUILDING CODE 17

18 Sec. 36-1601. – Adoption of 2018 International Existing Building Code.  
19

20 City Council hereby adopts the 2018 International Existing Building Code as  
21 published by the International Code Council, and all referenced standards therein as if  
22 spelled out in this Ordinance, except such portions thereof as are hereinafter deleted,  
23 modified, or amended. This Code shall be designated as Article XVI, Existing Building  
24 Code, of Chapter 36 of the Springfield City Code, known as the Land Development  
25 Code. One (1) copy of said Code is on file in the office of the City Clerk, Busch  
26 Municipal Building, 840 Boonville Avenue, Springfield, Missouri.  
27

28 Sec. 36-1602. – Deletions, modifications, amendments, and additions.  
29

30 The 2018 International Existing Building Code as adopted is hereby amended and  
31 changed as follows:  
32

(a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.

(b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.

(c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Existing Building Code.

## Section 707 Energy Conservation

Subsection 707.1 Minimum requirements is repealed in its entirety and replaced with:

707.1 Minimum energy requirements. Alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the adopted International Existing Building Code or International Residential Code. Only those portions of buildings or structures that are altered shall conform to the energy requirements of the adopted International Building Code or International Residential Code.

## Section 810 Energy Conservation

Subsection 810.1 Minimum requirements is repealed in its entirety and replaced with:

810.1 Minimum energy requirements. Alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the adopted International Existing Building Code or International Residential Code. Only those portions of buildings or structures that are altered shall conform to the energy requirements of the adopted International Building Code or International Residential Code.

## Section 907 Energy Conservation

Subsection 907.1 Minimum requirements is repealed in its entirety and replaced with:

907.1 Minimum energy requirements. Alterations to existing buildings or structures are permitted without requiring the entire building or structure to comply with the energy requirements of the adopted International Existing

79 Building Code or International Residential Code. Only those portions of buildings  
80 or structures that are altered shall conform to the energy requirements of the  
81 adopted International Building Code or International Residential Code.

82  
83 Language referring to flood-hazard areas in this code is repealed and replaced with:

84  
85 All structures located within a designated flood-hazard area shall comply with  
86 Chapter 36, Article XVII of the Springfield City Code.

87  
88 Sec. 36-1603. – Penalty clause.

89  
90 Any person violating any of the provisions of this article, failing to comply with any  
91 order issued pursuant to any section thereof, or who shall erect, construct, alter, or  
92 repair a building, structure, or system in violation of an approved plan or directive of the  
93 code official or of a permit or certificate issued under the provisions of these codes, shall  
94 be guilty of a violation of a municipal ordinance and, upon conviction thereof, shall be  
95 punished as provided in Section 1-7 of the city code, except that any fine imposed shall  
96 not be less than \$200 for the first offense, \$400 for the second offense, and \$500 for  
97 every offense thereafter. Each day that a violation continues, after a service of notice as  
98 provided in these codes, shall be deemed a separate offense. Notice, as a precursor to  
99 prosecution, is not required to prosecute a person for a violation of any provision of this  
100 article or these codes, except such notice is required to prosecute a person for failure to  
101 comply with an order under such codes.

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

108  
109 Section 3 – Severability Clause. If any section, subsection, sentence, clause, or  
110 phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not  
111 affect the validity of the remaining portions of this Ordinance. Council hereby declares  
112 that it would have adopted the Ordinance and each section, subsection, sentence,  
113 clause, or phrase thereof, even if any one or more sections, subsections, sentences,  
114 clauses, or phrases were declared invalid.

115  
116 Section 4 – This Ordinance shall be in full force and effect 90 days from and after  
117 passage by City Council.

118  
119 Passed at meeting: \_\_\_\_\_

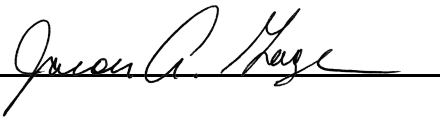
120  
121 \_\_\_\_\_  
122 Mayor

123  
124 Attest: \_\_\_\_\_, City Clerk

125  
126  
127  
128  
129  
130  
131  
132

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

Approved as to form: , Assistant City Attorney

Approved for Council action: , City Manager

## **EXPLANATION TO COUNCIL BILL 2019- 257**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

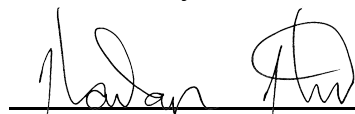
PURPOSE: To amend Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article XVI, 'Existing Building Code,' in its entirety, and enacting in lieu thereof a new Article XVI, 'Existing Building Code.'  
(Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current existing building code enforced by the City is the 2012 International Existing Building Code. By adopting the 2018 International Existing Building Code, the City will be adopting the most up-to-date, nationally-recognized, existing building code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

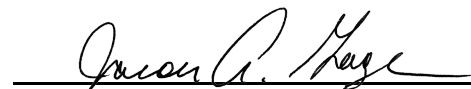
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear, and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 4  
Filed 10-29-19

Sponsored by: Ollis, Lear and McGull

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

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

COUNCIL BILL 2019 - 258

GENERAL ORDINANCE \_\_\_\_\_

AN ORDINANCE

ADOPTING the 2018 Swimming Pool and Spa Code as Article XVIII of Chapter 36 of the Springfield City Code, known as the 'Land Development Code.'  
(Recommended by Plans and Policies Committee.)

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

Section 1 – City Council hereby adopts Springfield City Code, Chapter 36, Article XVIII, 'Swimming Pool and Spa Code,' which reads as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

ARTICLE XVIII – SWIMMING POOL AND SPA CODE

Sec. 36-1801. – Adoption of 2018 Swimming Pool and Spa Code.

City Council hereby adopts the 2018 Swimming Pool and Spa Code, as published by the International Code Council, and all referenced standards therein as if spelled out in this Ordinance, except such portions thereof as are hereinafter deleted, modified, or amended. This Code shall be designated as Article XVIII, '2018 Swimming Pool and Spa Code,' of Chapter 36 of the Springfield City Code, known as the 'Land Development Code.' One (1) copy of said Code shall remain on file in the office of the City Clerk, Busch Municipal Building 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-1802. – Deletions, modifications, amendments and additions.

The 2018 International Swimming Pool and Spa Code, as adopted, is hereby amended and changed as follows:

- (a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I,



Administration and Enforcement of Codes and Article X, Uniform  
Enforcement Procedures.

- (b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.
- (c) All adopted chapters and appendices shall include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Swimming Pool and Spa Code.

Sec. 36-1803. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

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

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

Section 4 – This Ordinance shall be in full force and effect 90 days from and after passage by City Council.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

79

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

81

82 Approved as to form: Duke M. Donald, Assistant City Attorney

83

84

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

## **EXPLANATION TO COUNCIL BILL 2019- 258**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

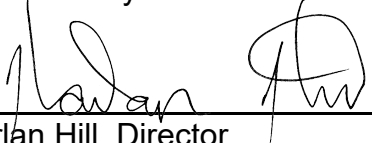
PURPOSE: Adopting the 2018 Swimming Pool and Spa Code as Article XVIII of Chapter 36 of the Springfield City Code, known as the 'Land Development Code. (Recommended by Plans and Policies Committee.)

BACKGROUND AND REMARKS: The current swimming pool and spa code enforced by the City is the 2012 International Swimming Pool and Spa Code. By adopting the 2018 International Swimming Pool and Spa Code, the City will be adopting the most up-to-date, nationally-recognized, swimming pool and spa code. The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

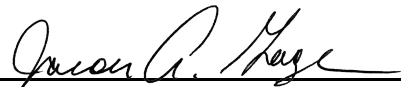
The proposed Ordinance was presented to the Plans and Policies Committee on October 17, 2019, and approved by Councilman Ollis, Councilman Lear and Councilman McGull.

The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Submitted by:

  
\_\_\_\_\_  
Harlan Hill, Director  
Building Development Services

Approved by:

  
\_\_\_\_\_  
Jason Gage,  
City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 6  
Filed 10-29-19

Sponsored by Ollis, Lear, Hosmer  
and McGull

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

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

COUNCIL BILL 2019- 259

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

ADOPTING the 2012 International Energy Conservation Code as Article XIX of Chapter 36 of the Springfield City Code, known as the Land Development Code; declaring the intent of the currently constituted City Council to adopt the 2018 or 2021 International Energy Conservation Code to take effect on January 1, 2023; and instructing City staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted prior to such Code's adoption and to present a report regarding the input and staff's recommendations to City Council. (Recommended by Plans and Policies Committee.)

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

Section 1 – City Council hereby adopts Springfield City Code, Chapter 36, Article XIX, 'Energy Conservation Code,' which reads as follows:

(Note: Language to be added is underlined and language being removed is ~~stricken~~.)

#### ARTICLE XIX. – ENERGY CONSERVATION CODE

##### Sec. 36-1901. – Adoption of energy conservation code.

City Council hereby adopts the 2012 International Energy Conservation Code as published by the International Code Council and all referenced standards as if spelled out herein, except such portions thereof as are hereinafter deleted, modified, or amended. This Code shall be designated as Article XIX, International Energy Conservation Code, of Chapter 36 of the Springfield City Code, known as the Land Development Code. One (1) copy of said Code is on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

##### Sec. 36-1902. – Deletions, modifications, amendments, and additions.

34 The 2012 International Energy Conservation Code, as adopted, is hereby  
35 amended and changed as follows:  
36

37 (a) Chapter 1 is repealed in its entirety because code enforcement is covered in  
38 Springfield City Code Chapter 36, Land Development Code, Article I,  
39 Administration and Enforcement of Codes and Article X, Uniform  
40 Enforcement Procedures.  
41

42 (b) Because Chapter 1 is repealed in its entirety, any cross references to  
43 Chapter 1 in subsequent chapters are replaced by the provisions in Article I  
44 that correspond, in content, to such cross references.  
45

46 (c) Amend all adopted chapters and appendices in accordance with all errata  
47 hereafter identified and published by the International Code Council after the  
48 date of the first printing of the 2012 International Energy Conservation Code.  
49

## 50 Section C202 General Definitions

51

52 Residential Building. ~~For this code, includes~~ Residential buildings except detached  
53 one- and two-family dwellings and multiple single-family dwellings (townhouses), which  
54 are governed by the adopted International Residential Code, as well as Group R-2, R-3  
55 and R-4 buildings three stories or less in height above grade plane.  
56

## 57 Section C402 Building Envelope Requirements

58

59 C402.4.1.2.3 Building test. Testing ~~the completed building for air leakage shall not be~~  
60 mandatory unless required by the building official as provided for in Section 36-148 of  
61 the Code of Ordinances of the City of Springfield. shall be tested and If tested the air  
62 leakage rate of the *building envelope* shall not exceed 0.40 cfm/ft<sup>2</sup> at a pressure  
63 differential of 0.3 inches water gauge (2.0 L/s · m<sup>2</sup> at 75 Pa) in accordance with ASTM E  
64 779 or an equivalent method approved by the code official.  
65

## 66 Section C403 Building Mechanical Systems

67

### 68 C403.2.4.4 Shutoff damper controls.

69

#### 70 Exceptions:

71

72 2. Gravity dampers shall be permitted for building of any height located In  
73 Climate Zones 1, 2, 3, and 4.  
74

## 75 C405 Electrical Power and Lighting Systems

76

### 77 C405.2 Lighting Controls (Non-Mandatory)

78

### 79 C405.6 Exterior lighting (Non-Mandatory)

C408 System Commissioning (Non-Mandatory)

Section R402 Building Thermal Envelope.

R402.4.1.2 Testing. The building or dwelling unit shall not be tested unless required by the building official as provided for in Section 36-148 of the Code of Ordinances of the City of Springfield,~~and verified as having an~~ If tested the air leakage rate of shall not exceeding 5<sub>7</sub> air changes per hour in Climate Zones 1 and 2, and 3 air changes per hour in Climate Zones 3 through 8. Testing shall be conducted with a blower door at a pressure of 0.2 inches w.g. (50 Pascals). Where required by the *code official*, testing shall be conducted by an *approved* third part. A written report of the results of the test shall be signed by the party conducting the test and provided to the *code official*. Testing shall be performed at any time after creation of all penetrations of the *building thermal envelope*.

During testing:

1. Exterior windows and doors, fireplace and stove doors shall be closed, but not sealed, beyond the intended weatherstripping or other infiltration control measures;
2. Dampers including exhaust, intake, makeup air, backdraft and flue dampers shall be closed, but not sealed beyond intended infiltration control measures;
3. Interior doors, if installed at the time of the test, shall be open;
4. Exterior doors for continuous ventilation systems and heat recovery ventilators shall be closed and sealed;
5. Heating and cooling systems, is installed at the time of the test, shall be turned off; and
6. Supply and return register, if installed at the time of the test, shall be fully open.

Sec. 36-1903. – Penalty clause.

Any person violating any of the provisions of this Ordinance article, or failing to comply with any order issued pursuant to any section thereof; or who shall erect, construct, alter or repair a building, structure or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under the provisions of these codes shall be guilty of a violation of a municipal ordinance and upon conviction thereof shall be punished as provided for in section 1-7 of the City Code, except that any fine imposed shall not be less than \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Each day that a violation continues, after a service of notice as provided for in these codes, shall be deemed a separate offense. Notice as set forth in section 36-166 shall not be required in order to prosecute a person for a violation of any provision of this article or these codes, except such notice shall be required to prosecute a person for failure to comply with an order.

123        Section 2 – City Council hereby declares its intent to adopt the 2018 or 2021  
124 International Energy Conservation Code to be effective January 1, 2023. No later than  
125 February 1, 2022, City staff shall begin soliciting input from stakeholders about whether  
126 minor deletions, modifications, amendments, and/or additions to the 2018 or 2021 Code  
127 should be adopted at the time the Code is adopted. City staff shall present a report on  
128 stakeholder input and staff's recommendations to City Council no later than June 30,  
129 2022.

130  
131        Section 3 – Savings Clause. Nothing in this Ordinance shall be construed to  
132 affect any suit or proceeding now pending in any court or any rights acquired, or liability  
133 incurred nor any cause or causes of action accrued or existing, under any act or  
134 ordinance repealed hereby, or shall any right or remedy of any character be lost,  
135 impaired, or affected by this Ordinance.

136  
137        Section 4 – Severability Clause. If any section, subsection, sentence, or clause,  
138 or phrase of this Ordinance is for any reason held to be invalid, such decision shall not  
139 affect the validity of the remaining portions of this Ordinance. Council hereby declares  
140 that it would have adopted the ordinance and each section, subsection, sentence,  
141 clause, or phrase thereof, irrespective of the fact that any one or more sections,  
142 subsections, sentences, clauses or phrases be declared invalid.

143  
144        Section 5 – This Ordinance shall be in full force and effect 60 days from and after  
145 passage by City Council.

146  
147 Passed at meeting: \_\_\_\_\_

148  
149 \_\_\_\_\_  
150 Mayor

151  
152 Attest: \_\_\_\_\_, City Clerk

153  
154 Filed as Ordinance: \_\_\_\_\_

155  
156 Approved as to form: Duke M. Donald, Assistant City Attorney

157  
158 Approved for Council action: Jason A. Hays, City Manager  
159  
160

## **EXPLANATION TO COUNCIL BILL 2019-259**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

**PURPOSE:** Adopting the 2012 International Energy Conservation Code as Article XIX of Chapter 36 of the Springfield City Code, known as the Land Development Code; declaring the intent of the currently constituted City Council to adopt the 2018 or 2021 International Energy Conservation Code to take effect on January 1, 2023; and instructing City staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted prior to such Code's adoption and to present a report regarding the input and staff's recommendations to City Council. (Recommended by Plans and Policies Committee.)

**BACKGROUND AND REMARKS:** The current energy conservation code enforced by the City is the 2012 International Energy Conservation Code by reference in the adopted International Building Code. By adopting the 2012 International Energy Conservation Code, as a separate Article XIX, the City will be maintaining consistency of adoptive procedure and format. Adoption of the latest 2018 edition of the energy conservation code is not being recommended by staff at this time. Due to enforcement challenges by the department and current construction practices, the 2018 code would potentially impose increased construction costs. By adopting the 2012 Energy Conservation Code with amendments, the provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The Building Development Services Department ("BDS") met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects.

Councilman Ollis offered an alternative Ordinance draft that adopts the 2012 International Energy Conservation Code and declares the intent of the current City Council to adopt the 2018 or 2021 Code to take effect on July 1, 2023, and instructs staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted and to provide a report to Council by no later than June 30, 2022. The Plans and Policies Committee voted to recommend this version of the Ordinance to City Council.



Submitted by:



Harlan Hill, Director  
Building Development Services

Approved by:



Jason Gage, City Manager

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 23  
Filed 10-29-19

Sponsored by Ollis, Lear and McGull

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

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

COUNCIL BILL 2019- 260

GENERAL ORDINANCE \_\_\_\_\_

### AN ORDINANCE

1 AMENDING Chapter 36, Article XIII of the Springfield City Code, known as the Land  
2 Development Code, by repealing Article XIII, 'Residential Building Code,' in  
3 its entirety, and enacting in lieu thereof a new Article XIII, 'Residential  
4 Building Code,' amending Chapter 36, Article XIII, Section 36-1302,  
5 'Deletions, modifications, amendments, and additions, Section N1102  
6 (R402) 'Building Thermal Envelope,' by repealing said section in its entirety  
7 and enacting in lieu thereof a new Section N1102 to take effect on July 1,  
8 2021; declaring the intent of the currently constituted City Council to adopt  
9 the 2018 or 2021 International Residential Building Code to become  
10 effective on January 1, 2022; and instructing City staff to solicit input from  
11 stakeholders about whether minor amendments to the 2018 or 2021 Code  
12 should be adopted prior to such Code's adoption and to present a report  
13 regarding the input and staff's recommendations to City Council.  
14 (Recommended by Plans and Policies Committee.)  
15 \_\_\_\_\_  
16

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

20 Section 1 – Springfield City Code, Chapter 36, Article XIII, 'Residential Building Code,' is  
21 repealed in its entirety and a new Article XIII is enacted in lieu thereof, to read as follows:  
22

23 (Note: Language to be added is underlined and language being removed is ~~stricken~~.)  
24

#### 25 ARTICLE XIII. – RESIDENTIAL BUILDING CODE

26  
27 Sec. 36-1301. – Adoption of 2018 Residential Building Code.  
28

29 City Council hereby adopts the 2018 International Residential Building Code, as  
30 published by the International Code Council, and all referenced standards therein as if  
31 spelled out in this Ordinance, except such portions thereof as are hereinafter deleted,  
32 modified, or amended. This code shall be designated as Article XIII Residential Building  
33 Code of Chapter 36, known as the Land Development Code. One (1) copy of said code is

on file in the office of the City Clerk, Busch Municipal Building, 840 Boonville Avenue, Springfield, Missouri.

Sec. 36-1302. – Deletions, modifications, amendments, and additions.

The 2018 International Residential Building Code, as adopted, is hereby amended and changed as follows:

- (a) Chapter 1 is repealed in its entirety because code enforcement is covered in Springfield City Code Chapter 36, Land Development Code, Article I, Administration and Enforcement of Codes and Article X, Uniform Enforcement Procedures.
- (b) Because Chapter 1 is repealed in its entirety, any cross references to Chapter 1 in subsequent chapters are replaced by the provisions in Article I that correspond, in content, to such cross references.
- (c) All adopted chapters and appendices include all errata hereafter published by the International Code Council after the date of the first printing of the 2018 International Residential Building Code.

All language referring to flood-hazard areas is repealed and replaced with:

All structures located within a designated flood-hazard area shall comply with Chapter 36 Land Development Code, Article XVII Floodplain Management.

#### Section R202 Definitions

Sleeping Room. A sleeping room is any space, whether finished or not, meeting the minimum room area requirements of Section R304 of the 2018 International Residential Building Code designed for, or intended for, the purpose of a bedroom, as indicated on the approved construction documents.

R301.2 Climatic and geographic design criteria. Buildings shall be constructed in accordance with the provisions of this code as limited by the provisions of this section. Climatic and geographic design criteria are provided in Table R301.2(1) below, which replaces Table R301.2(1) and footnotes from the published code. Additional criteria shall be established by the local jurisdiction and set forth in Table R301.2(1).

**TABLE R301.2(1)**  
**CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA**

|                                  |                                                                                                                                                                                                                                                                                        |
|----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ground Snow Load                 | 20 PSF                                                                                                                                                                                                                                                                                 |
| Wind Speed (mph)                 | 115 MPH                                                                                                                                                                                                                                                                                |
| Seismic Design Category          | B                                                                                                                                                                                                                                                                                      |
| Weathering                       | Severe                                                                                                                                                                                                                                                                                 |
| Frost Line Depth                 | 24 inches                                                                                                                                                                                                                                                                              |
| Termite                          | Moderate to Heavy                                                                                                                                                                                                                                                                      |
| Decay                            | Slight to Moderate                                                                                                                                                                                                                                                                     |
| Ice Shield Underlayment Required | Where roof slope is less than or equal to 4:12                                                                                                                                                                                                                                         |
| Flood Hazard                     | In accordance with Springfield MO City Code Chapter 36 Article XVII<br><a href="https://library.municode.com/mo/springfield/codes/code_of_ordinances">https://library.municode.com/mo/springfield/codes/code_of_ordinances</a><br>Entry into National Flood Insurance Program 5/8/1989 |
| Air Freezing Index               | 659                                                                                                                                                                                                                                                                                    |
| Winter Design Temp               | 9° F                                                                                                                                                                                                                                                                                   |
| Air Freezing Index               | 1500 or less                                                                                                                                                                                                                                                                           |
| Mean Annual Temp                 | 56° F                                                                                                                                                                                                                                                                                  |
| Elevation                        | 1270 feet                                                                                                                                                                                                                                                                              |
| Latitude                         | 37° N                                                                                                                                                                                                                                                                                  |
| Winter Heating                   | 11° F                                                                                                                                                                                                                                                                                  |
| Summer Cooling                   | 92° F                                                                                                                                                                                                                                                                                  |
| Altitude Correction Factor       | 0.96                                                                                                                                                                                                                                                                                   |
| Indoor Design Temperature        | 70° F                                                                                                                                                                                                                                                                                  |
| Wind Velocity Heating            | 15 mph if site specific speed unknown                                                                                                                                                                                                                                                  |
| Wind Velocity Cooling            | 15 mph if site specific speed unknown                                                                                                                                                                                                                                                  |
| Coincident Wet Bulb              | 74° F                                                                                                                                                                                                                                                                                  |
| Daily Range                      | M                                                                                                                                                                                                                                                                                      |

R302.15 Patio Home Dwelling Unit Separation. The common wall separating the two dwelling units shall be constructed as a 2-hour rated, 8-inch masonry block firewall with the following design criteria, unless otherwise approved by the Building Official:

1. The wall shall be vertically continuous from the foundation to the underside and tight to the roof deck. The small void (no greater than ½ inch) between the top of the block to the underside of the deck shall be sealed with tightly compressed fire-safe mineral wool. On the underside of the rafter and extending a minimum of four (4) feet back from the face of the firewall, one layer of 5/8-inch Type "X" gypsum board shall be installed.
2. The wall shall be constructed such that it is totally independent of the adjacent construction and shall resist collapse. It shall not be used as a

structural element for the adjoining framing.

3. The wall shall extend horizontally, tight to a noncombustible exterior wall finish material.

4. In the case where the roof overhang extends beyond the face of the block wall, both rafters and ceiling joist, located next to and on either side of the firewall shall be covered on both sides with a single layer of 5/8-inch Type "X" gypsum board from the fascia board to the firewall as detailed by administrative ruling.

5. No penetrations of any kind will be allowed in or through the block wall.

R313.3 Fire-sprinkler offer. RSMo section 67.281 is hereby incorporated into this code by reference.

R319.1 Address identification. Buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. ~~Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) in height with a stroke width of not less than 0.5 inch (12.7mm).~~ Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building address cannot be viewed from the public way, a monument, pole or other sign or means shall be used to identify the structure. Address identification shall be maintained. The assigned address number shall be clearly posted on the site as soon as work commences and shall remain in place until the building is removed from that site. Letters and numbers shall be in conformance with Chapter 26, Section 26-3, Numbering of businesses and dwellings units, of the Springfield City Code.

R322.1.5 Lowest floor. The lowest floor shall be the lowest floor of the lowest enclosed area, including basement or bottom of crawl space, and excluding any unfinished flood-resistant enclosure that is useable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the building or structure in violation of this section.

R325.3 Area limitation. The aggregate area of a mezzanine or mezzanines shall be not greater than one-third of the floor area of the room or space in which they are located. The enclosed portion of a room shall not be included in a determination of the floor area of the room in which the mezzanine is located.

Exception: The aggregate area of a mezzanine located within a dwelling unit equipped with a fire sprinkler system in accordance with Section P2904 shall not be greater than one-half of the floor area of the room, provided that the mezzanine meets all of the following requirements:

2. The opening to the room is unobstructed except for walls not more than 42 36 inches (~~4067~~ 914 mm) in height, columns and posts.

R325.5 Openness. Mezzanines shall be open and unobstructed to the room in which they are located except for walls not more than 36 inches (914 mm) in height, columns and posts.

Exceptions:

~~1. Mezzanines or portions thereof are not required to be open to the room in which they are located, provided that the aggregate floor area of the enclosed space is not greater than 10 percent of the mezzanine area.~~

~~2. In buildings that are not more than two stories above grade plane and equipped throughout with an automatic sprinkler system in accordance with Section R313, a mezzanine shall not be required to be open to the room in which the mezzanine is located.~~

R401.4.1. Geotechnical evaluation. In lieu of a complete geotechnical evaluation, the load-bearing values in Table R401.4.1 shall be assumed. Presumptive load-bearing value of foundation materials shall be assumed to be 1,500 PSF unless otherwise evaluated and certified in writing by a licensed design professional or approved by the building official.

R403.1 General.

All exterior walls shall be supported on continuous ~~solid or fully grouted masonry or concrete footings except where otherwise approved, prior to design and installation, in writing by the building official, crushed stone footings, wood foundations, or other approved structural systems that~~ Footings and foundations shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil and in accordance with R401. Footings shall be supported on undisturbed natural soils or engineered fill. Concrete footings shall be designed and constructed in accordance with the provisions of Section R403-or in accordance with ACI 332. Where footings are designed and constructed in accordance with ACI 332, the reinforcement, support and cover, and lap-splice requirements of R404.3.1.1 shall govern. Masonry stem walls shall be solid grouted.

R403.1.1 Minimum size, reinforcement, support and cover, and lap splices. The minimum width, W, and thickness, T, for concrete footings shall be in accordance with Tables R403.1(1) through R403.1(3), ~~and Figure R403.1(1) with the following exceptions, or R403.1.3, as applicable.~~ The footing width shall be based on the load-bearing value of the soil in accordance with ~~Table~~ R401.4.1.

Footings projections, P, shall be not less than 2 inches (51 mm) and shall not exceed the thickness of the footing. Footing thickness and projection for fireplaces shall be in accordance with Section R1001.2. The size of footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with Table R401.4.1. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1(2) and R403.1(3). Footings for precast foundations shall be in accordance with the details set forth in Section R403.4, Table R403.4, and Figures R403.4(1) and R403.4(2). Support and cover shall comply with R403.1.3.5.3. Lap splices shall comply with R403.1.3.5.4.

Exceptions:

1. 2 - #4 continuous reinforcing bars, spaced not less than 6 inches, centered on the footing, shall be installed in monolithic slab-on-ground with turned-down footings, thickened slab-on-ground footings at bearing walls or braced wall lines, spread footings, and footings with concrete stem and footing combined. If the footing width exceeds 24 inches a third #4 bar shall be placed, and all three bars equally spaced across the width of the footing with concrete cover requirements satisfied.

2. #4 horizontal reinforcing bars shall be placed not more than 6 inches from the top and the bottom of the stem wall and not more than 18 inches on center between the top and bottom reinforcing bars. Horizontal reinforcing bars shall be supported at not less than 48 inches on center, tied to vertical dowels or reinforcing bars or supported by form ties.

3. Stem walls shall be tied to footings with #4 vertical steel reinforcing dowels spaced not more than 48 inches on center, extending not less than 18 inches into the stem wall; straight dowels shall be embedded not less than 5 inches into the footing, dowels with standard hooks shall be embedded not less than 3 inches into the footing.

R403.1.3.6 Isolated concrete footings.

In detached one- and two-family dwellings that are three stories or less in height and constructed with stud bearing walls, isolated plain concrete footings supporting columns or pedestals are permitted. Concrete columns or pedestals shall be tied to isolated concrete footings by not less than one #4 vertical steel reinforcing dowel, extending not less than 18 inches into the column or pedestal; straight dowels shall be embedded not less than 5 inches into the footing, dowels with standard hooks shall be embedded not less than 3 inches into the footing. Columns or pedestals

R403.1.4 Minimum depth.

Exterior footings shall extend to or below the frost line specified in R301.2 unless placed on solid rock. Decks not supported by a dwelling need not be provided with footings that extend below the frost line. ~~be placed not less than 12 inches (305 mm) below the undisturbed ground surface. Where applicable, the depth of footings shall also conform to Sections R403.1.4.1 through R403.1.4.2.~~

~~R403.1.4.1 Frost protection.~~

~~Except where otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:~~

- ~~1. Extended below the frost line specified in Table R301.2.(1).~~
- ~~2. Constructed in accordance with Section R403.3.~~
- ~~3. Constructed in accordance with ASCE 32.~~
- ~~4. Erected on solid rock.~~

~~Footings shall not bear on frozen soil unless the frozen condition is permanent.~~

~~Exceptions:~~

- ~~1. Protection of free-standing accessory structures with an area of 600 square feet (56 m<sup>2</sup>) or less, of light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.~~
- ~~2. Protection of free-standing accessory structures with an area of 400 square feet (37 m<sup>2</sup>) or less, of other than light-frame construction, with an eave height of 10 feet (3048 mm) or less shall not be required.~~
- ~~3. Decks not supported by a dwelling need not be provided with footings that extend below the frost line.~~

R404.1.2 Design of masonry foundation walls.

Masonry foundation walls shall be designed and constructed in accordance with the provisions of this section or in accordance with the provisions of TMS 402. Where TMS 402 or the provisions of this section are used to design masonry foundation walls, then project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official. ~~state law of the jurisdiction having authority.~~ Minimum design



lateral soil load/equivalent fluid pressure of soil shall be 60 psf per foot below grade unless otherwise determined by a Missouri licensed design professional or otherwise approved by the building official.

#### R404.1.3 Concrete foundation walls.

Concrete foundation walls that support light-frame walls shall be ~~designed and~~ constructed in accordance with the provisions of this section, ACI 318, ACI 332, or PCA 100. Concrete foundation walls that support above-grade concrete walls that are within the applicability limits of Section R608.2 shall be ~~designed and~~ constructed in accordance with the provisions of this section, ACI 318, ACI 332, or PCA 100. Concrete foundation walls that support above-grade concrete walls that are not within the applicability limits of Section R608.2 shall be ~~designed and~~ constructed in accordance with the provisions of ACI 318, ACI 332, or PCA 100. Where ~~ACI 318, ACI 332, PCA 100 or the provisions of this section are used to design concrete foundation walls, then~~ project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official, state law of the jurisdiction having authority. Minimum design lateral soil load/equivalent fluid pressure of soil shall be 60 psf per foot below grade unless otherwise determined by a Missouri licensed design professional or otherwise approved by the building official. Concrete foundation walls designed in accordance with the provisions of ACI 318 shall be designed by a Missouri licensed design professional and construction documents for concrete foundation walls thus designed shall be sealed and signed by the designer.

#### R606.1.1 Professional registration not required.

Where the empirical design provisions of Appendix A of TMS 402, the provisions of TMS 403, or the provisions of this section are used to design masonry, ~~then~~ project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official, state law of the jurisdiction having authority.

#### R608.1 General.

Exterior concrete walls shall be ~~designed and~~ constructed in accordance with the provisions of this section or in accordance with the provisions of PCA 100 or ACI 318. Where PCA 100, ~~ACI 318,~~ or the provisions of this section are used to design concrete walls, ~~then~~ project drawings, typical details, and specifications are not required to bear the seal of the architect or engineer responsible for design, unless otherwise required by the building official, state law of the jurisdiction having authority. Exterior walls designed in accordance with the provisions of ACI 318 shall be designed by a Missouri licensed design professional and construction documents for concrete foundation walls thus designed shall be sealed and signed by the designer.

#### R802.11.1 Uplift resistance. Roof assemblies shall have uplift resistance in

339 accordance with Sections R802.11.1.1 and R802.11.1.2. Ties, tiedowns, anchors  
340 or screws manufactured specifically to resist uplift, as indicated in the  
341 manufacturer's literature, are required.

342  
343 ~~Where the uplift force does not exceed 200 pounds (90.8 Kg), rafters and trusses~~  
344 ~~spaced not more than 24 inches (610 mm) on center shall be permitted to be~~  
345 ~~attached to their supporting wall assemblies in accordance with Table R602.3(1).~~

346  
347 ~~Where the basic wind speed does not exceed 115 mph, the wind exposure category is~~  
348 ~~B, the roof pitch is 5: 12 (42 percent slope) or greater, and the roof span is 32 feet~~  
349 ~~(9754 mm) or less, rafters and trusses spaced not more than 24 inches (610 mm) on~~  
350 ~~center shall be permitted to be attached to their supporting wall assemblies in~~  
351 ~~accordance with Table R602.3(1).~~

352  
353 N1101.14 (R401.3) Certificate (Mandatory). A permanent certificate shall be  
354 completed by the builder or other approved party and posted on a wall in the space  
355 where the furnace is located, a utility room or an approved location inside the building.  
356 Where located on an electrical panel, the certificate shall not cover or obstruct the  
357 visibility of the circuit directory label, service disconnect label or other required labels.  
358 The certificate shall indicate the predominant R-values of insulation installed in or on  
359 ceilings, roofs, walls, ~~foundation components such as slabs, basement walls, crawl~~  
360 ~~space walls and floors,~~ and ducts outside conditioned spaces; and U-factors of  
361 fenestration and the solar heat gain coefficient (SHGC) of fenestration, ~~and the results~~  
362 ~~from any required duct system and building envelope air leakage testing performed on~~  
363 ~~the building.~~ Where there is more than one value for each component, the certificate  
364 shall indicate the value covering the largest area. The certificate shall indicate the  
365 types and efficiencies of heating, cooling and service water heating equipment. Where  
366 a gas-fired unvented room heater, electric furnace, or baseboard electric heater is  
367 installed in the residence, the certificate shall indicate "gas-fired unvented room  
368 heater," "electric furnace" or "baseboard electric heater," as appropriate. An efficiency  
369 shall not be indicated for gas-fired unvented room heaters, electric furnaces and  
370 electric baseboard heaters.  
371

Section N1102 (R402) Building Thermal Envelope.

Replace Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) published in the code with Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) below.

**TABLE N1102.1.2 (R402.1.2)  
INSULATION AND FENESTRATION  
REQUIREMENTS BY COMPONENT**

|                                                |                 |
|------------------------------------------------|-----------------|
| FENESTRATION U-<br>FACTOR <sup>b</sup>         | 0.30            |
| SKYLIGHT <sup>b</sup> U- FACTOR                | Not<br>Required |
| GLAZED<br>FENESTRATION<br>SHGC <sup>b, e</sup> | 0.40            |
| CEILING R-VALUE                                | 38              |
| WOOD FRAME WALL<br>R-VALUE                     | 13              |
| MASS WALL R-<br>VALUE <sup>i</sup>             | Not<br>Required |
| FLOOR R-VALUE                                  | Not<br>Required |
| BASEMENT <sup>c</sup> WALL R-<br>VALUE         | Not<br>Required |
| SLAB <sup>d</sup> R-VALUE &<br>DEPTH           | Not<br>Required |
| CRAWL SPACE <sup>c</sup> R-<br>VALUE           | Not<br>Required |

**TABLE N1102.1.4 (R402.1.4)  
EQUIVALENT U-FACTORS**

|                                     |                 |
|-------------------------------------|-----------------|
| FENESTRATION U-<br>FACTOR           | 0.30            |
| SKYLIGHT U- FACTOR                  | Not<br>Required |
| CEILING U-FACTOR                    | 0.030           |
| FRAME WALL U-<br>FACTOR             | 0.084           |
| MASS WALL U-<br>FACTOR <sup>b</sup> | Not<br>Required |
| FLOOR U-FACTOR                      | Not<br>Required |
| BASEMENT WALL U-<br>FACTOR          | Not<br>Required |
| CRAWL SPACE U-<br>FACTOR            | Not<br>Required |

Notes for Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) apply as published in the 2012 International Residential Code and as referenced above.

N1103.3.1 (R403.3.1) Insulation (Prescriptive).

Supply and return ducts in attics shall be insulated to an R-value of not less than R-6 for ducts 3 inches (76 mm) in diameter and larger and not less than R-6 for ducts smaller than 3 inches (76 mm) in diameter. Supply and return ducts in other portions of the building shall be insulated to not less than R-6 for ducts 3 inches (76 mm) in diameter and to not less than R-6 for ducts smaller than 3 inches (76.2 mm) in diameter.

N1102.4.1.1 (R402.4.1.1) Installation. ~~The components of the building thermal envelope as indicated in Table N1102.4.1.1 shall be installed in accordance with the manufacturer's instructions and the criteria indicated in Table N1102.4.1.1, as applicable to the method of construction. Where required by the building official, an approved third party shall inspect all components and verify compliance.~~ The building thermal envelope shall be durably sealed to limit infiltration. Where required by the building official, an approved third party shall inspect all components and verify compliance. The sealing methods between dissimilar materials shall allow for differential expansion and contraction. The following shall be caulked, gasketed, weatherstripped or otherwise sealed with an air barrier material, suitable film or solid material, in accordance with the manufacturer's instructions for the material being used.

1. All joints, seams and penetrations.

2. Site-built windows, doors and skylights.

3. Openings between window and door assemblies and their respective jambs and framing.

4. Utility penetrations.

5. Dropped ceilings or chases adjacent to the thermal envelope

6. Knee walls (where provided).

7. Walls and ceiling spaces separating the garage from conditioned spaces.

8. Behind tubs and showers on exterior walls.

9. Common walls between dwelling unit.

10. Other sources of infiltration;

Delete Table N1102.4.1.1 (R402.4.1.1).

N1102.4.1.2 (R402.4.1.2) Testing.

The building or dwelling unit shall be tested and verified as having an air leakage rate of not exceeding ~~five~~ seven air changes per hour in Climate Zones 1 and 2, and ~~three~~ air changes per hour in Climate Zones 3 through 8. Testing shall be conducted in accordance with RESNET/ICC 380, ASTM E779 or ASTM E1827 and reported at a pressure of 0.2 inch w.g. (50 Pascals). Where required by the building official, testing shall be conducted by an approved third party. A written report of the results of the test

shall be signed by the party conducting the test and provided to the building official.  
Testing shall be performed at any time after creation of all penetrations of the building thermal envelope.

Exception: A building or dwelling unit constructed and certified in accordance with N1101.14, to be in compliance with the prescriptive requirements of N1102.1.2 shall not require testing except as provided for in Section 36-148 of the Code of Ordinances of the City of Springfield.

N1103.3.3 (R403.3.3) Duct testing (Mandatory).

Ducts shall be pressure tested to determine air leakage by one of the following methods:

Exceptions:

3. A duct air-leakage test shall not be required for ducts serving a building or dwelling unit constructed and certified in accordance with N1101.14, to be in compliance with the prescriptive requirements of N1102.1.2.

N1105.5.2 Table N1105.5.2 (1) [R405.5.2(1)] Specifications for the standard reference and proposed designs.

Add the following:

Exceptions:

1. Above-grade walls: U-factor = 0.082.

2. Basement and crawl space walls: U-factor = 0 (no insulation required).

3. Above-grade floors: U-factor = 0, (no insulation required).

4. Air-exchange rate: The air leakage rate at a pressure of 0.2 inch w.g. (50 Pa) shall be 7 air changes per hour.

N1106.4 (R406.4) ERI-based compliance. Compliance based on an ERI analysis requires that the rated design be shown to have an ERI less than or equal ~~76 to the appropriate value indicated in Table N1106.4 when compared to the ERI reference design.~~ Where on-site renewable energy is included for compliance using the ERI analysis of Section N1106.4, the building shall meet the mandatory requirements of Section N1106.2, and the building thermal envelope shall be greater than or equal to the levels of efficiency and SHGC in Table N1102.1.2 or Table N1102.1.4.

497 Delete Table N1106.4 (R406.4) and footnote a.

498  
499 N1107.1.1 (R501.1.1) Additions, alterations or repairs:

500 Add the following:

501  
502 Exceptions: The following additions or alterations shall not be required to comply with the  
503 requirements for new construction provided that the energy use of the building is not  
504 increased:

- 505  
506 1. Ceilings with attic spaces shall provide and average R-30 insulation over 100  
507 percent of the ceiling area with a maximum insulation depth extended over the wall  
508 top plate at the eaves as may be accommodated by framing member depth and  
509 required eave baffle.
- 510  
511 2. Additions to existing structures where framing and construction methods  
512 necessitate matching existing form and architectural characteristic style rendering  
513 compliance with requirements for new construction infeasible.
- 514  
515 3. Exposed floor cavities and rim joists may not be required to be insulated.
- 516  
517 4. Exposed wall cavities and matching wall construction methods of additions shall  
518 provide a minimum R-13 insulation.
- 519  
520 5. Existing building envelope shall require an air-barrier seal at all exposed and  
521 readily accessible breaks, joints and penetrations.
- 522  
523 6. Any new duct extensions and any new branches shall provide a minimum R-6  
524 insulation. Air duct leakage test shall not be mandatory.
- 525  
526 7. All additions and alterations building thermal envelope air leakage test shall not be  
527 mandatory.
- 528  
529 8. Mechanical system piping insulation shall not be mandatory.

530  
531 N1109.1.1 (R503.1.1) Building Envelope

532  
533 Exception:

534  
535 2. Existing ceiling ~~or~~ wall ~~or~~ floor cavities exposed during construction provided that these  
536 cavities are filled with insulation.

537  
538 M1411.3 Condensate disposal. Condensate from cooling coils and evaporators shall  
539 be conveyed from the drain pan outlet to an *approved* place of disposal. Such piping  
540 shall maintain a minimum horizontal slope in the direction of discharge of not less than  
541 one-eighth unit vertical in 12 units horizontal (1 percent slope). Condensate shall not  
542 discharge into a street, alley, crawl-space or other area where it would cause a

nuisance.

### M1504.3

Exception: Toilet room exhaust fans may exhaust through the soffit provided that:

1. The duct shall terminate at the soffit panel to an approved mechanical louver or vent; and
2. The adjoining soffit space, for a distance of four (4) feet on either side of the exhaust duct penetration, shall be of a solid non-vented material.

G2413.7 (402.7) Maximum operating pressure is repealed and replaced with:

G2413.7 (402.7) Operating pressure. The standard operating pressure for piping systems located inside buildings shall be 0.25 psig. Design operating pressures other than 0.25 psig shall only be allowed in areas where the gas supplier has sufficient main-line delivery pressure to assure adequate supply. The installer shall be responsible for verifying the availability of elevated pressure with the gas supplier.

G2413.7.1 (402.7.1) Operating pressures of 2 psig or less. For operating pressures of 2 psig or less, the piping material shall be in conformance with Section 403 of the 2018 International Fuel Gas Code, as amended.

G2413.7.2 (402.7.2) Pressures above 2 psig. Operating pressures above 2 psig shall only be allowed if all the following conditions are met:

1. Adequate pressure is available from the fuel-gas supplier; and,
2. The piping system is in an area zoned to allow commercial, industrial, or heavy manufacturing uses;
3. The connected load is 1000 CFH or greater and the facility has connected equipment that requires higher pressures for proper operation;
4. The installation is approved by the code official and the fuel-gas supplier;
5. The piping system is welded steel pipe;
6. All connected equipment is provided with regulators rated for the pressure provided.

(G2413.7.3) 402.7.3 Liquefied petroleum gas systems. The operating pressure for undiluted LP-gas systems shall not exceed 20 psig (140 kPa gauge). Buildings having systems designed to operate below -5°F (-21°C) or with butane or a

propane-butane mix shall be designed to either accommodate liquid LP-gas or prevent LP-gas vapor from condensing into a liquid.

#### G2414.5.3 (403.5.3) Copper or copper-alloy tubing

G2414.5.3 (403.5.3) Copper or copper-alloy tubing. ~~Copper tubing shall comply with Standard Type K or L of ASTM B88 or ASTM B280. Copper or copper-alloy tubing is not approved and shall not be used.~~

~~Copper and copper-alloy tubing shall not be used if the gas contains more than an average of 0.3 grains of hydrogen sulfide per 100 standard cubic feet of gas (0.7 milligrams per 100 liters).~~

G2415.2 (404.2) CSST. CSST piping systems shall be installed in accordance with the terms of their approval, the conditions of listing, the manufacturer's instructions, requirements stipulated by administrative ruling, and this code.

#### G2415.9 (404.9) Above-ground outdoor piping

G2415.9.1 (404.9.1) Gas meter set connection. The gas-meter-set location and design shall be in accordance with the local gas operator's standards.

G2417.1.3 (406.1.3) New branches. Where new branches are installed to new appliances, ~~only the newly installed branches shall be required to the new branch and existing system shall be pressure tested. Connections between the new piping and the existing piping shall be tested with a noncorrosive leak-detecting fluid or other approved leak-detecting methods.~~

#### Exceptions:

1. Where a new branch is installed to a new appliance with a connection made by removing a fitting (an elbow, for example) between the gas meter and where the gas piping enters the structure, and is replaced with another fitting (a tee, for example), to which the branch is connected, only the newly installed branches shall be required to be pressure tested. Connections between the new piping and the existing piping shall be tested with a noncorrosive leak-detecting fluid or other approved leak-detecting methods.

2. Where otherwise approved by the Code Official's duly authorized representative.

G2417.4.1 (406.4.1) Test pressure and duration. ~~The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. The test on all gas piping designed for 2 PSIG and less, shall be made by closing all openings and subjecting the pipes to a minimum of 20 PSIG with a 15-minute duration. The test on all gas piping designed for greater than 2 PSIG shall be a minimum of 20 PSIG with 120-~~



minute duration. The measurement range of the test gauge shall be from 0 to no more than 30 PSIG and shall be readily visible for reading.

G2417.4.2 (406.4.2) Test duration is repealed in its entirety.

G2422.1 (411.1) Connecting appliances. Appliances shall be connected to the piping system by one of the following:

2. Corrugated stainless-steel tubing (CSST) where installed in accordance with the manufacturer's instructions and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling ~~where installed in accordance with the manufacturer's instructions.~~
3. Listed and labeled appliance connectors in compliance with ANSI Z21.24/CGA 6.10 and installed in accordance with manufacturer's instructions and located entirely in the same room as the appliance and with approval prior to design or installation. Installations with prior approval are listed and installation requirements are itemized by administrative ruling.

## Section P2801 General

P280.6 Required pan.

### Exception:

1. A pan will not be required if the floor is concrete and a floor drain is adjacent to the device or the floor is defined as a slab on grade concrete floor.
2. A pan will not be required on a water heater changeout if the pre-existing conditions did not contain a pan.

P2902.3 Backflow protection. A means of protection against backflow shall be provided in accordance with Sections P2902.3.1 through P2902.3.7. Backflow prevention applications shall conform to Table P2902.3, except as specifically stated in Sections P2902.4 through P2902.5.5, and to and Missouri Department of Natural Resources regulations for backflow prevention in effect at the time of installation. Where requirements differ the requirement that provides the highest level of protection shall govern.

P2903.3.1 Maximum pressure is repealed and replaced with:

P2903.3.1 Maximum pressure. An approved water-pressure reducing valve conforming to ASSE 1003 with strainer shall be installed on the domestic water branch main or riser at the connection to the water-service pipe to reduce the pressure in the building water distribution piping to not more than 80 psi (552 kPa)

static.

P3005.2.12 Building Sewer and public sewer junction. Connections to a public sewer shall conform to Public Works Standard Drawing Details for Public improvements, including Standard Drawing Details.

P3114.3.1 Limited Usage. The use of air admittance valves shall be permitted only in the remodel of existing buildings and shall not be permitted in new buildings and building additions, except for island fixtures, unless prior approval is granted by the building official.

P3302.2 Subsoil drains. Subsoil drains, sumps and pumps shall not be discharged to the building drain or sewer.

E3405.1.1 Clearance Requirements. All buildings and structures are required to meet clearance requirements from all wires, conductors, cables and rigid live parts as stipulated in the National Electric Safety Code ("NESC"), latest edition, or as dictated by the utility service provider. In case of a conflict between the two requirements, the requirement providing the greater level of safety shall apply.

#### E3601.8 Residential Service Upgrades.

1. All structures used for residential purposes, requiring a service upgrade or modification shall mandate the following electrical system improvements.
  - a. GFI receptacles in the kitchen(s) and bathroom(s) shall be installed if outlets are in existence at the time of the service upgrade.
  - b. Approved hard-wired dual powered, interconnected smoke detectors shall be installed and located as per the adopted building code.
  - c. The kitchen shall be provided with a minimum of two (2) 20 Amp grounded small appliance branch circuits.
  - d. Carbon monoxide detectors shall be installed in accordance with R315.1 where the structure has an attached garage or fuel fired appliances.
  - e. All apparent hazards shall be corrected.
2. If a fire occurs, or other similar incident that damages any part of the electrical system within a residential structure, in addition to all damaged systems being repaired, it is mandated that all apparent hazards within the structure be corrected. Hard-wired, dual powered, interconnected smoke detectors and a carbon monoxide detector if required shall be installed and located as per the adopted building codes. If the service portion of the electrical system is damaged or upgraded as a result of a fire or other incident, it shall require that all items listed in paragraph E (1) of this section shall be provided.
3. A total or partial upgrade of the electrical system may be required, if in the opinion of the Code Official, or his designee, the condition of the existing

electrical system constitutes a potential threat to the safety and welfare of current or future occupants.

3901.13, Basement finish requirement. Where a portion of the basement is finished into one or more habitable rooms, each separate unfinished portion shall have a receptacle outlet installed in accordance with this section. When interior walls for separate rooms are framed, these areas shall be considered as finished areas and shall be provided with the required branch circuits as required by Article 210, and any required smoke detectors. All wiring shall be protected from physical damage by the wall framing or the wall shall be covered with sheetrock on at least one side.

E3902.2 Garage and accessory building receptacles. 125-volt, single-phase, 15- or 20- ampere receptacles installed in garages and grade-level portions of unfinished accessory buildings used for storage or work areas shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(2)]

Exception:

A single receptacle installed solely for electrical supply of a garage door opener.

E3902.16 Arc-fault circuit-interrupter protection. Branch circuits that supply 120-volt, single-phase, 15- and 20- ampere outlets installed in ~~kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, laundry areas and similar~~ sleeping rooms or areas shall be protected by any of the following: [210.12(A)]

E4002.14 Tamper-resistant receptacles. In bedrooms, areas specified in Section E3901.4, 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles shall be listed tamper-resistant receptacles. [406.12(A)]

AQ101.1 Scope

This appendix shall be applicable to tiny houses used as single dwelling units. Tiny houses shall comply with this code except as otherwise stated in this appendix. Tiny houses shall meet the requirements of all applicable codes and shall be placed on an attached to footings that comply with Section R403 Footings. A certificate of compliance signed by an authorized agent of the manufacturer or constructor certifying the tiny house was constructed in compliance with this code shall be submitted with the application for a permit to the building official for review and approval. Tiny houses shall not be placed on site without a permit.

Sec. 36-1303. – Adoption of appendices.

By adoption of the 2018 International Private Sewage Disposal Code, the following appendices are part of this Code.

Appendix A: Sizing and Capacities of Gas Piping  
Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft  
Hoods, Category-I Appliances, and Appliances Listed for use with  
Type B Vents  
Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting  
Systems  
Appendix D: Recommended Procedure for Safety Inspection of an Existing  
Appliance Installation  
Appendix G: Piping Standards for Various Applications  
Appendix I: Private Sewage Disposal  
Appendix J: Existing Buildings and Structures  
Appendix P: Sizing of Water Piping System  
Appendix Q: Tiny Houses

Sec. 36-1304. – Penalty clause.

Any person convicted of: violating this article; failing to comply with any order issued under it; or, erecting, constructing, altering, or repairing a building, structure, or system in violation of an approved plan or directive of the code official or of a permit or certificate issued under these codes shall be punished as provided in section 1-7 of the City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not necessary to prosecute a violation of any provision of this article or these codes, unless the violation involves failure to comply with an order. Each day a violation continues is a separate offense.

Section 2 – Effective July 1, 2021, Springfield City Code, Chapter 36, Article XIII, 'Residential Building Code,' Section 36-1302, 'Deletions, modifications, amendments, and additions,' Section N1102 (R402) 'Building Thermal Envelope' is repealed in its entirety and a new Section N1102 (R402) is enacted in lieu thereof, to read as follows:

Section N1102 (R402) Building Thermal Envelope

Replace Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) published in the code with Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) below.

TABLE N1102.1.2 (R402.1.2)  
INSULATION AND FENESTRATION  
REQUIREMENTS BY COMPONENT

|                                                |                            |
|------------------------------------------------|----------------------------|
| FENESTRATION U-<br>FACTOR <sup>b</sup>         | 0.35                       |
| SKYLIGHT <sup>b</sup> U- FACTOR                | 0.55                       |
| GLAZED<br>FENESTRATION<br>SHGC <sup>b, e</sup> | 0.40                       |
| CEILING R-VALUE                                | 49                         |
| WOOD FRAME WALL<br>R-VALUE                     | 20 or<br>13+5 <sup>h</sup> |
| MASS WALL R-<br>VALUE <sup>i</sup>             | 8/13                       |
| FLOOR R-VALUE                                  | Not<br>Required            |
| BASEMENT <sup>c</sup> WALL R-<br>VALUE         | 10/13 <sup>f</sup>         |
| SLAB <sup>d</sup> R-VALUE &<br>DEPTH           | 10, 2 ft                   |
| CRAWL SPACE <sup>c</sup> R-<br>VALUE           | 10/13                      |

TABLE N1102.1.4 (R402.1.4)  
EQUIVALENT U-FACTORS

|                                     |                 |
|-------------------------------------|-----------------|
| FENESTRATION U-<br>FACTOR           | 0.35            |
| SKYLIGHT U- FACTOR                  | 0.55            |
| CEILING U-FACTOR                    | 0.026           |
| FRAME WALL U-<br>FACTOR             | 0.057           |
| MASS WALL U-<br>FACTOR <sup>b</sup> | 0.098           |
| FLOOR U-FACTOR                      | Not<br>Required |
| BASEMENT WALL U-<br>FACTOR          | 0.059           |
| CRAWL SPACE U-<br>FACTOR            | 0.065           |

Notes for Tables N1102.1.2 (R402.1.2) and N1102.1.4 (R402.1.4) apply as published in the 2012 International Residential Code and as referenced above. N1103.3.1 (R403.3.1) Insulation (Prescriptive).

Supply and return ducts in attics shall be insulated to an R-value of not less than R-8 for ducts 3 inches (76 mm) in diameter and larger and not less than R-8 for ducts smaller than 3 inches (76 mm) in diameter. Supply and return ducts in other portions of the building shall be insulated to not less than R-6 for ducts 3 inches (76 mm) in diameter and to not less than R-6 for ducts smaller than 3 inches (76.2 mm) in diameter.

Section 3 – City Council hereby declares its intent to adopt the 2018 or 2021 International Residential Building Code to become effective January 1, 2022. No later

than February 1, 2021, City staff shall meet with stakeholders to solicit input about whether minor deletions, modifications, amendments, and/or additions to the 2018 or 2021 Code should be adopted at the time the Code is adopted. City staff shall present a report on stakeholder input and staff's recommendations to City Council no later than June 30, 2021.

Section 4 – Savings Clause. Nothing in this Ordinance shall be construed to affect any suit or proceeding now pending in any court, any rights acquired or liability incurred, any cause or causes of action accrued or existing under any act or ordinance repealed hereby, nor shall any right or remedy of any character be lost, impaired, or affected by this Ordinance.

Section 5 – Severability Clause. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance. City Council hereby declares that it would have adopted the Ordinance and each section, subsection, sentence, clause, or phrase thereof, even if any one or more sections, subsections, sentences, clauses, or phrases were declared invalid.

Section 6 – This Ordinance shall be in full force and effect 60 days from and after passage.

Passed at meeting: \_\_\_\_\_

\_\_\_\_\_  
Mayor

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

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

Approved as to form: Duke M. Donald, Assistant City Attorney

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

## **EXPLANATION TO COUNCIL BILL 2019-260**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Building Development Services

**PURPOSE:** To amend Chapter 36, Article XIII of the Springfield City Code, known as the Land Development Code, by repealing Article XIII, 'Residential Building Code,' in its entirety, and enacting in lieu thereof a new Article XIII, 'Residential Building Code,' amending Chapter 36, Article XIII, Section 36-1302, 'Deletions, modifications, amendments, and additions, Section N1102 (R402) 'Building Thermal Envelope,' by repealing said section in its entirety and enacting in lieu thereof a new Section N1102 to take effect on July 1, 2021; declaring the intent of the currently constituted City Council to adopt the 2018 or 2021 International Residential Building Code to become effective on January 1, 2022; and instructing City staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted prior to such Code's adoption and to present a report regarding the input and staff's recommendations to City Council. (Recommended by Plans and Policies Committee.)

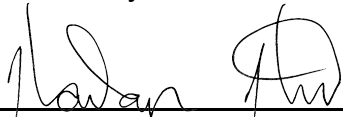
**BACKGROUND AND REMARKS:** The current residential code enforced by the City is the 2012 International Residential Code. By adopting the 2018 International Residential Code, the City will be adopting the most up-to-date, nationally-recognized, residential code ("IRC"). The provisions contained within this Ordinance do not excessively and unnecessarily increase construction costs with a possible exception being the increased standards for Energy Conservation outlined in Chapter 11 Energy Efficiency; do not restrict the use of new materials, productions, or methods of construction; and, do not give preferential treatment to particular types or classes of materials, products, or methods of construction.

The Building Development Services Department ("BDS") met with representatives of the local design and construction industry over the course of three months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, gas fitters, general contractors, developers, and others that may be affected by the adoption of this code. The language of this Ordinance was placed on the City website for review by the members of the Home Builders Association, Springfield Contractors Association, Missouri Society of Professional Engineers, and the local chapter of the American Institute of Architects. Regarding the standards for Energy Conservation outlined in Chapter 11 Energy Efficiency, staff has incorporated the proposed amendments forwarded by the HBA.

The Plans and Policies Committee heard testimony and reviewed documents provided by staff and stakeholders regarding the Energy Conservation provisions of the Code. Councilman Ollis offered an alternative Ordinance draft that phased in the Energy Conservation provisions by initially adopting amendments proposed by the HBA, then enacting amendments proposed by BDS on July 1, 2021. As revised by the Plans and

Policies Committee, the Ordinance would also declare the intent of the current City Council to adopt the 2018 or 2021 International Residential Code to take effect on July 1, 2022, and instruct staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be adopted and to provide a report to Council by no later than June 30, 2021. The Plans and Policies Committee voted to recommend this version of the Ordinance to City Council.

Submitted by:

A handwritten signature in black ink, appearing to read "Harlan Hill", written over a horizontal line.

Harlan Hill, Director  
Building Development Services

Approved by:

A handwritten signature in black ink, appearing to read "Jason Gage", written over a horizontal line.

Jason Gage,  
City Manager



One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 15  
Filed: 10-29-19

Sponsored by: Ollis, Lear, Hosmer  
and McGull

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

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

COUNCIL BILL 2019- 261

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

### AN ORDINANCE

1 AUTHORIZING the City of Springfield, Missouri, to join the commercial component of  
2 the Show Me Property Assessment Clean Energy District created  
3 pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835,  
4 known as the "Property Assessment Clean Energy Act;" stating the  
5 City's intent to participate in the commercial component of the  
6 "Property Assessed Clean Energy" Program as a member of such  
7 District; requesting appointment to the District's Advisory Board;  
8 disclaiming any need for appropriation; and directing the City Clerk to  
9 send a certified copy of this Ordinance to the Board of Directors of the  
10 District. (Recommended by Plans and Policies Committee.)  
11  
12

13 WHEREAS, the 95<sup>th</sup> General Assembly of Missouri enacted Sections 67.2800 to  
14 67.2835, known as the "Property Assessment Clean Energy Act" (the 'Act'); and  
15

16 WHEREAS, the development, production, and efficient use of clean energy and  
17 renewable energy, as well as the installation of energy efficiency improvements to  
18 commercial real property will create jobs for residents of the City, advance the economic  
19 well-being and public and environmental health of the City, and contribute to the energy  
20 independence of our nation; and  
21

22 WHEREAS, the primary intent of funding energy efficiency and renewable energy  
23 improvements pursuant to the Act is to promote the public purposes described above by  
24 allowing commercial customers to participate in Property Assessment Clean Energy  
25 ("PACE") financing in the City limits; and  
26

27 WHEREAS, Section 67.2810.1 authorizes one or more municipalities to establish  
28 a clean energy development board to initiate and administer a PACE Program so that  
29 owners of qualifying property can access funding for energy efficiency improvements or  
30 renewable energy improvements to their properties located in such municipalities; and  
31

32 WHEREAS, on or about June 15, 2015, a clean energy development board  
33 named "Show Me PACE" was created with the intention that all municipalities, as

defined in the PACE Act, within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interest of the City to allow commercial customers to participate in PACE lending and Show Me PACE Clean Energy District provides such commercial PACE lending.

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

Section 1 – City Council hereby approves and authorizes commercial PACE lending, by joining and participation in Show Me PACE Clean Energy District, a commercial PACE program that operates as described in this Ordinance.

Section 2 – City Council declares its intent that the provisions of this Ordinance shall be restricted to commercial lending, in conformity with federal, state and local laws and enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes (2000), as amended.

Section 3 – The City acknowledges that Show Me PACE Clean Energy District will perform the PACE program substantially as follows:

A. Title and Definitions.

1. Title. This Ordinance shall be known and may be cited as “The City of Springfield, Missouri, Property Assessed Clean Energy (“PACE”) Ordinance.”
2. Definitions. Except as specifically defined below, words and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes (2000), as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated:
  - a. “Show Me PACE Clean Energy District” or “District” means the Show Me PACE Clean Energy District.
  - b. “PACE Assessment” means a special assessment made against qualifying commercial property in consideration of PACE Funding.
  - c. “PACE Funding” means funds provided to the owner(s) of qualified commercial property by the District for an energy efficiency improvement.

80 d. "Qualifying Property" means commercial real property located in  
81 the City of Springfield, Missouri.  
82

83 B. Program Administration. The Show Me PACE Clean Energy District shall  
84 administer the functions of a PACE Program within the City by:  
85

- 86 1. providing commercial property owners with an application in order to apply  
87 for PACE Funds;  
88
- 89 2. developing standards for the approval of Projects submitted by  
90 commercial property owners;  
91
- 92 3. reviewing applications and selecting qualified Projects;  
93
- 94 4. entering into Assessment Contracts with qualifying commercial property  
95 owners;  
96
- 97 5. providing a copy of each executed Notice of Assessment to the County  
98 Assessor and causing a copy of each such Notice of Assessment to be  
99 recorded in the real estate records of the Recorder of Deeds for the  
100 County;  
101
- 102 6. authorizing and disbursing the PACE Funds to the qualified commercial  
103 property owners;  
104
- 105 7. recording any lien, if needed, due to nonpayment of a PACE Assessment;  
106
- 107 8. complying with all organizational and reporting requirements identified in  
108 the Act; and  
109
- 110 9. exercising all powers granted by Section 67.2810.2 of the Missouri  
111 Revised Statutes (2000), as amended, including, but not limited to, the  
112 power to levy and collect special assessments under an assessment  
113 contract with a qualifying commercial property owner.  
114

115 C. Liability of City Officials; Liability of City. Notwithstanding any other provision  
116 of law to the contrary, officers and other officials of the City, the District and  
117 the County in which the City is located shall not be personally liable to any  
118 person for claims, of whatever kind or nature, under or related to the City's  
119 participation in the District's PACE Program, including, without limitation,  
120 claims for or related to uncollected PACE Assessments. The City has no  
121 liability to a property owner for or related to energy savings improvements  
122 funded under a PACE Program. The Show Me PACE Clean Energy District  
123 shall for all purposes be considered an independent entity and shall not be  
124 considered a political subdivision of or unit of the City of Springfield, Missouri.  
125

D. Existing Laws Not Superseded. Any project or improvement, however denominated, at any Qualifying Property which is funded in whole or in part by PACE Funding shall be subject to all ordinances, rules and regulations in effect at that time.

E. City as a Non-Party. The City shall not be a party to any PACE Funding agreement, loan or other commitment, however denominated, executed between the District and the owner(s) (or their representatives, together with any successors and assigns) of any Qualifying Property.

Section 4 – The City does hereby request that it be approved by the Board of Directors of the District as a duly authorized member of the Advisory Board of the District.

Section 5 – The City's election to join the District shall in no way constitute an obligation of the City necessitating any corresponding appropriation.

Section 6 – The City Manager, or his designee, is hereby authorized to enter into the Show Me Pace Cooperative Agreement, said agreement to be in substantially the same form as "Exhibit A," which is attached hereto and incorporated herein by reference, and to take any further actions and execute further documents as necessary to carry the intent of the Ordinance.

Section 7 – The City Clerk is hereby authorized to deliver a duly executed certified copy of this Ordinance to the Board of Directors of Show Me PACE Clean Energy District, or its designee, together with a description of the jurisdictional and geographic boundaries of the City.

Section 8 – 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: Rhonda Lewsader, City Attorney

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

## EXPLANATION TO COUNCIL BILL 2019-261

FILED: 10-29-19

ORIGINATING DEPARTMENT: Law

PURPOSE: Authorizing the City of Springfield, Missouri, to join the commercial component of the Show Me Property Assessment Clean Energy District created pursuant to Missouri Revised Statutes Sections 67.2800 to 67.2835, known as the "Property Assessment Clean Energy Act;" stating the City's intent to participate in the commercial component of the "Property Assessed Clean Energy" Program as a member of such District; requesting appointment to the District's Advisory Board; disclaiming any need for appropriation; and directing the City Clerk to send a certified copy of this Ordinance to the Board of Directors of the District. (Recommended by Plans and Policies Committee.)

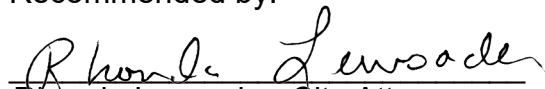
BACKGROUND INFORMATION: The "Property Assessment Clean Energy Act" (the "PACE Act") is authorized by RSMo. Sections §67.2800 to §67.2835, inclusive. On or about July 13, 2015, City Council voted to join and participate in a PACE clean energy development board named the Missouri Clean Energy District ("MCED") through Special Ordinance 26594, with the hope and intent that participation would promote the development, production, and efficient use of clean and renewable energy through the installation of energy efficiency improvements to publicly and privately owned real property, would create jobs for residents of the City of Springfield, Missouri, would advance the economic well-being and public and environmental health of the City, and would contribute to the energy independence of our nation.

While the program has good intentions, joining the MCED has not produced the intended results and has possibly resulted in difficult reimbursement measures for certain residential properties. On September 23, 2019, through Resolution 10475 the City withdrew membership from MCED.

However, the same consumer protection concerns do not apply to a commercial PACE program for which the users would be sophisticated parties with the financial means to obtain legal and financial advice to determine whether participating in the program meets their needs. Further, authorizing commercial users to participate in a commercial PACE program provides them an additional financing tool and could benefit economic development. The Show Me PACE Clean Energy District ("Show Me PACE") offers a commercial PACE program.

Councilman Ollis requested that staff draft this Ordinance authorizing the City to participate in the commercial portion of the Show Me PACE program.

Recommended by:

  
Rhonda Lewsader, City Attorney

Approved by:

  
Jason Gage, City Manager

|                  |
|------------------|
| <b>Exhibit A</b> |
|------------------|

**SHOW ME PACE  
COOPERATIVE AGREEMENT**

**THIS COOPERATIVE AGREEMENT** (“Cooperative Agreement”) is made and entered into by Show Me PACE, a Missouri clean energy development board (“Show Me PACE”) and the municipalities of the State of Missouri that, from time to time, may execute this Cooperative Agreement (each, a “Municipality,” and together, the “Municipalities”).

**RECITALS**

**WHEREAS**, on (date), the (governing body) of [City/Village/County] adopted Ordinance No. (\_\_\_\_), authorizing participation in Show Me PACE, pursuant to Sections 67.2800 to 67.2835 of the Revised Statutes of Missouri (the “PACE Act”); and

**WHEREAS**, pursuant to Section 67.2810 of the PACE Act, more than one municipality may form a clean energy development board; and

**WHEREAS**, clean energy development boards serving more than one municipality are in the best interest of the participating municipalities because it allows for economies of scale and concentrations of expertise that will benefit the approval, financing and installation of energy efficient and renewable energy improvements pursuant to the PACE Act; and

**WHEREAS**, other municipalities may participate in Show Me PACE by adoption of an ordinance in accordance with the PACE Act and execution of this Cooperative Agreement.

**AGREEMENT**

**NOW THEREFORE**, in consideration of each municipality’s participation in Show Me PACE, each Municipality hereby agrees as follows:

**1. Representations.** Each Municipality has taken all legislative actions necessary to approve such Municipality’s participation in Show Me PACE.

**2. Approval of Bylaws.** The current bylaws of Show Me PACE (the “Bylaws”) have been provided to the Municipality and the Municipality approves such Bylaws.

**3. Board of Directors.** The members of the Board of Directors of Show Me PACE shall be appointed in the manner described in the Bylaws.

**4. Clean Energy Development Board Powers.** Each Municipality agrees that Show Me PACE is authorized to exercise all clean energy development board powers permitted by the PACE Act or other statute within the boundaries of the Municipality.

**5. Counterparts.** This Cooperative Agreement is intended to be signed in counterparts as Municipalities, from time to time, elect to participate in Show Me PACE. No action from any Municipality already participating in Show Me PACE shall be required for a new Municipality to participate in Show Me PACE.

**6. Withdrawal.** No Municipality shall withdraw from participation in Show Me PACE if such withdrawal will impact any existing property assessment clean energy financing undertaken by Show Me PACE in the Municipality's boundaries. However, a Municipality may request, in writing, that Show Me PACE no longer undertake clean energy financing in the Municipality's boundaries.

**IN WITNESS WHEREOF,** Show Me PACE and the Municipalities have caused this Cooperative Agreement to be executed as of the dates shown below:

Date: \_\_\_\_\_, 20\_\_

**SHOW ME PACE**

By: \_\_\_\_\_  
Josh Campbell, J.D., Administrator

Date: \_\_\_\_\_, 20\_\_

**City/County of** \_\_\_\_\_

Adopted Ordinance No. \_\_\_\_\_  
joining Show Me PACE  
on \_\_\_\_ \_\_, 20\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BYLAWS**  
**OF**  
**SHOW ME PACE**  
**July 18, 2017**



**BYLAWS  
OF  
SHOW ME PACE**

**ARTICLE I  
OFFICES AND RECORDS**

**1.1 Name.** The name of the property assessed clean energy district shall be “Show Me PACE”.

**1.2 Office and Agent.** The location of the registered office and the name of the registered agent of Show Me PACE will be Josh Campbell, located at 238 East High St. 3<sup>rd</sup> Floor, Jefferson City MO 6501, or as may be determined from time to time by resolution duly adopted by the Board of Directors of the District (the “Board”) and on file in the appropriate public offices of the State of Missouri as provided by law.

**1.3 Powers of the District.** The powers of the District are vested in and exercised by a Board of Directors which may exercise all such authority and powers of the District and do all such lawful acts and things as are necessary to carry out the purposes of the District, or as are otherwise authorized or permitted by law, including the authorization of expenditures and use of funds as provided for in RSMo 67.2800 *et seq.*

**1.4 Other Offices.** The District may conduct its business, carry on its operations, have other offices and exercise its powers within the State of Missouri as the Board may designate or the business of the District may require.

**1.5 Books, Records of Account, and Inspection Rights.** The District will keep correct and complete books and records of account, including the amount of its assets and liabilities, minutes of the proceedings of its Board, and the names and places of residence of its officers. Except as otherwise required by the laws of the State of Missouri, the books and records of account of the District may be kept at such place(s) as the Board may from time to time determine.

**ARTICLE II  
MEETINGS OF THE BOARD OF DIRECTORS**

**2.1 Place of Meetings.** All meetings of the Board of Directors will be held at such place(s) as the Board may from time to time determine and state in the notice of the meeting or in a duly executed waiver of notice thereof.

**2.2 Annual Meetings.** An annual meeting of the Board for the election of directors will be held on the second Monday in June of each year, if not a legal holiday, and if a legal holiday, then on the next secular day following, at 9:00 a.m., or at such other date and time as may be designated from time to time by the Board and stated in the notice of the meeting or in a duly executed waiver of notice thereof. At the annual meeting, the Board will elect directors and may also transact such other business as may be desired, whether or not the same was specified in the notice of the meeting, unless the consideration of such other business without its having been specified in the notice of the meeting as one of the purposes thereof is prohibited by law. Failure to hold the annual meeting at the designated time will not work a forfeiture or dissolution of the District.

**2.3 Special Meetings.** Special meetings of the Board may be held for any purpose(s) stated in the notice of the meeting, unless otherwise prohibited by law. The business transacted at the special meeting will be confined to the purpose(s) stated in the notice, unless the transaction of other business is consented to by the Board.

**2.4 Action Without a Meeting.** Unless otherwise provided in the Articles, any action required or permitted to be taken at a meeting of the directors may be taken without a meeting, if a consent in writing, setting forth the action so taken, is signed by all of the directors entitled to vote with respect to the subject matter thereof. Such consent will have the same force and effect as a unanimous vote of the directors at a meeting duly held. The Secretary will file such consents with the minutes of the meetings of the Board.

**2.5 Notice.** Written or printed notice of each meeting of the Board, stating the place, day and hour of the meeting, and, in the case of a special meeting, the purpose(s) for which the meeting is called, will be delivered or posted in accordance with Missouri law.

### **ARTICLE III**

#### **QUORUM AND VOTING**

**3.1 Quorum.** Unless otherwise provided in these Bylaws, a majority of the directors entitled to vote at any meeting, represented in person or by proxy, will constitute a quorum ("Quorum") at a meeting of the Board. Less than such Quorum may act to successively adjourn the meeting to a specified date, no longer than 90 days after such adjournment. At the subsequent session of such adjourned meeting at which a Quorum is present, any business may be transacted which might have been transacted at the original meeting. If the adjournment is for more than 90 days, or if after adjournment a new record date is fixed for the subsequent session of the adjourned meeting, a notice of the subsequent session of the adjourned meeting will be given in accordance with Missouri law.

**3.2 Voting.** One Vote Per Director. Unless otherwise provided in the Articles, each director entitled to vote under the provisions of these Bylaws will be entitled to one vote on each matter submitted to a vote at a meeting of the Board.

**3.3 Voting Otherwise Than by Written Ballot.** At all meetings of the Board, the voting may be otherwise than by written ballot, including in the election of directors, except that any director entitled to vote may request a vote by written ballot on any matter, in which event such vote will be taken by written ballot. Board Action. In all matters, every decision of a majority of directors of the District entitled to vote on the subject matter and represented in person at a meeting at which a Quorum is present will be valid as an act of the Board, unless a larger vote is required by law or these Bylaws.

**3.4 Voting for Directors.** New directors shall be elected by the affirmative vote of a majority of directors of the District entitled to vote on the election of directors and represented in person at a meeting at which a Quorum is present.

**3.5 Meetings by Conference Telephone or Similar Communications Equipment.** Unless otherwise restricted in these Bylaws, the directors may participate in a meeting of the Board by means of conference telephone or similar communications equipment whereby all persons participating in the meeting can hear each other; and participation in a meeting in such manner will constitute presence in person at such meeting.

### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

**4.1 Number; Qualification; Term.** Unless and until changed by the Board as hereinafter provided, the number of directors to constitute the Board will be six (6). The number of directors constituting the Board may be changed from time to time and at any time by a resolution adopted by a majority of the whole Board. Each director will hold office until a successor is elected and qualified or until such director's earlier resignation or removal.

**4.2 Powers of the Board.** The property and business of the District will be controlled and managed by the Board. In addition to the powers and authorities by these Bylaws expressly conferred upon it, the Board may exercise all such powers of the District, and do all such lawful acts and things, as are not by statute or by these Bylaws directed or required to be exercised or done by the directors.

**4.3 Terms of Office.** Each Director shall serve three-year terms and no more than two consecutive terms. A Director may be nominated for additional terms after a one year cessation..

**4.4 Acceptance of Director.** Each director, upon election, will qualify by accepting the office of director, and such director's attendance at, or written approval of the minutes of, any meeting of the Board subsequent to the director's election will constitute acceptance of such office by such director; or the director may accept the office of director by executing a separate written acceptance, which will be placed in the minute book.

**4.5 Vacancies and Newly Created Directorships.** Unless otherwise provided in these Bylaws, vacancies and newly created directorships resulting from any increase in the number of directors to constitute the Board may be filled by a majority of the directors then in office, although less than a Quorum, or by a sole remaining director, and the directors so chosen will hold office until the next election of directors by the Board. If, at any time, by reason of death, resignation or other cause, the District should have no directors in office, then the Administrator or any officer appoint a new director.

**4.6 Compensation.** Unless otherwise provided in these Bylaws, the directors will not receive compensation for their service, but the Board may, by resolution, provide for reimbursement of expenses incurred by directors in attending each meeting; provided that nothing herein contained will be construed to preclude any director from serving the District in any other capacity and receiving compensation therefor.

**4.7 Resignations.** Any director may resign at any time upon written notice to the District. Such resignation will take effect at the time specified therein or will take effect upon receipt thereof by the District if no time is specified therein, and, unless otherwise specified therein, the acceptance of such resignation will not be necessary to make it effective.

**4.8 Reliance on Records.** A director will be fully protected in the performance of such director's duties in relying in good faith upon the records of the District and upon such information, opinions, reports or statements presented to the District by any of the District's officers or employees, or by any other person as to matters such director reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the District.

**4.9 Removal of Directors.** At a meeting called expressly for that purpose, the directors will have the power, by a vote of the holders of a majority of the votes then required to elect directors, to remove any director or directors from office with or without cause.

## **ARTICLE V** **OFFICERS**

### **5.1 Designations.**

(a) Authorized Officers. The District will have a President and a Secretary, each with such duties as are stated in this **Article 5** or by resolution of the Board which is not inconsistent with these Bylaws. The Board will elect a President and a Secretary at its annual meeting.

(b) Qualification of Officers. Officers of the District need not be members of the Board. Unless these Bylaws otherwise provide, any two or more offices may be held by the same person.

(c) Acceptance of Office. An officer will be deemed qualified when the officer enters upon the duties of the office to which the officer has been elected or appointed; but the Board may also require a written acceptance and promise to faithfully discharge the duties of such office.

(d) Failure to Elect Officers. A failure to elect the District's officers in accordance with these Bylaws will not dissolve or otherwise affect the District.

**5.2 Term of Office.** Each officer will hold office at the pleasure of the Board or for such other period as the Board may specify at the time of such officer's election or appointment, or until the death, resignation or removal of such officer, whichever first occurs. In any event, each officer of the District who is not reelected or reappointed at the annual election of officers by the Board next succeeding his or her election or appointment will be deemed to have been removed by the Board, unless the Board provides otherwise at the time of such officer's election or appointment.

**5.3 Other Agents.** The Board from time to time may also appoint such other agents for the District as the Board may deem necessary or advisable. Each such agent will serve at the pleasure of the Board or for such

period as the Board may specify, and may exercise such powers, have such titles and perform such duties as determined from time to time by the Board or by an officer empowered by these Bylaws or the Board to make such determinations.

**5.4 Removal.** Any officer or agent elected or appointed by the Board may be removed by the Board whenever in the Board's judgment the best interests of the District will be served thereby, but such removal will be without prejudice to the contract rights, if any, of the person so removed.

**5.5 Salaries and Compensation.** Salaries and compensation, if any, of all elected officers of the District will be fixed, increased or decreased by the Board.

**5.6 Delegation of Authority to Hire, Discharge and Designate Duties.** The Board from time to time may delegate to the President or other officer or executive employee of the District, authority to hire and discharge and to fix and modify the duties and salary or other compensation of employees of the District under the jurisdiction of such person, and the Board may delegate to such officer or executive employee similar authority with respect to obtaining and retaining for the District the services of attorneys, accountants and other professionals and experts.

**5.7 President.**

(a) Duties. Unless the Board otherwise provides, the President will be the chief executive officer of the District with such general executive powers and duties of supervision and management as are usually vested in the office of the chief executive officer of a District, and the President will carry into effect all directions and resolutions of the Board. The President will preside at all meetings of the directors.

(b) Execute Documents. The President may execute all bonds, notes, debentures, mortgages and other instruments for and in the name of the District, may cause the corporate seal to be affixed thereto, and may execute all other instruments and documents for and in the name of the District.

(c) Safekeeping of Funds. The President will have responsibility for the safekeeping of the funds and securities of the District, will keep or cause to be kept full and accurate accounts of receipts and disbursements in books belonging to the District and will keep or cause to be kept all other books of account and accounting records of the District. The President will deposit or cause to be deposited all moneys and other valuable effects in the name and to the credit of the District in such depositories as may be designated by the Board or by any officer of the District to whom such authority has been granted by the Board.

(d) Disbursal of Funds. The President will disburse, or permit to be disbursed, the funds of the District as may be ordered, or authorized generally, by the Board, and will render to the directors, whenever they may require, an account of all such transactions, and of those under the President's jurisdiction, and of the financial condition of the District.

(e) Chief Financial Officer. The President will have the general duties, powers, responsibilities and authorities of a treasurer of a District and will, unless otherwise provided by the Board, be the chief financial and accounting officer of the District.

(f) Other Duties. The President will have such other or further duties and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board.

**5.8 Secretary.**

(a) Keep Minutes. The Secretary will attend all meetings of the Board and will record the minutes of such meetings in a book to be kept for that purpose.

(b) Duties. The Secretary will have the general duties, powers and responsibilities of a secretary of a District and will perform such other duties and have such other responsibility and authority as may be prescribed elsewhere in these Bylaws or from time to time by the Board or the chief executive officer of the District, under whose direct supervision the Secretary will be.

**5.9 General Counsel.** The Board may appoint a General Counsel. The General Counsel shall be the chief legal officer of the District and shall have such duties and responsibilities as may be determined by the Board, except that the duties and responsibilities of the office of General Counsel shall not include those required by law or these Bylaws to be performed by the Board or otherwise in conflict with law. The General Counsel shall not be a Director.

**5.10 Duties of Officers May Be Delegated.** For any other reason that the Board may deem sufficient, the Board may delegate some or all of the functions, duties, powers and responsibilities of any officer to any other officer, or to any other agent or employee of the District or other responsible person.

## **ARTICLE VI**

### **LIABILITY LIMITATION AND INDEMNIFICATION**

**6.1 Limitation of Liability.** No person will be liable to the District or the directors for any loss, damage, liability or expense suffered by the District on account of any action taken or omitted to be taken by such person as a director, officer, employee or agent of the District or of any other enterprise for which such person serves or has served as a director, officer, employee or agent at the request of the District, if such person (i) exercised the same degree of care and skill as a prudent person would have exercised under the circumstances in the conduct of his or her own affairs, or (ii) took or omitted to take such action in reliance upon advice of counsel for the District, or for such other enterprise, or upon statements made or information furnished by directors, officers, employees or agents of the District, or of such other enterprise, which such person had no reasonable grounds to disbelieve.

**6.2 Mandatory Indemnification.** The District will indemnify and protect any director, officer, employee or agent of the District, or any person who serves at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust, employee benefit plan or other enterprise, to the fullest extent permitted by the laws of the State of Missouri.

**6.3 Other Indemnification.** The indemnification provided by this **Article 6** will not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and will continue as to a person who has ceased to be a director, officer, employee or agent and will inure to the benefit of the heirs, executors and administrators of such person.

**6.4 Indemnification for Other Entities.** The District may give any further indemnity, in addition to the indemnity authorized or contemplated under this **Article 6**, including **Section 6.2**, to any person who is or was a director, officer, employee or agent, or to any person who is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise, provided such further indemnity is either (i) authorized, directed, or provided for in the Articles or any duly adopted amendment thereof or (ii) is authorized, directed, or provided for in any bylaw or agreement of the District which has been adopted by a vote of the directors of the District, and provided further than no such indemnity will indemnify any person from or on account of such persons conduct which was finally adjudged to have been knowingly fraudulent, deliberately dishonest or willful misconduct.

**6.5 Insurance.** The District may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the District, or is or was serving at the request of the District as a director, officer, employee or agent of another District, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the District would have the power to indemnify him against such liability under the provisions of this **Article 6**.

**6.6 Other Definitions.** For purposes of this Article 6, the term “other enterprise” will include employee benefit plans; the term “fines” will include any excise taxes assessed on a person with respect to an employee benefit plan; and the term “serving at the request of the District” will include any service as a director, officer, employee or agent of the District which imposes duties on, or involves services by, such director, officer,

employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan will be deemed to have acted in a manner “not opposed to the best interests of the District” as referred to in this Section.

## **ARTICLE VII**

### **GENERAL PROVISIONS**

**7.1 Conflicts of Interest.** Public confidence in the recommendations and other actions of the Board requires that directors avoid both actual conflicts of interest and situations that might give the appearance of a conflict of interest. Given the qualifications for directorship, it is to be expected, however, that some directors will have outside business or professional interests relating to the District’s mission. It is not intended that such outside business or professional interests be considered a conflict of interest, provided that a director shall not participate in any deliberation or vote, and shall not take any other affirmative action as a director with respect to a matter in which such director has an interest which is in substantial conflict with the proper discharge of the duties and responsibilities of membership on the Board. The existence and nature of any potential conflict of interest shall be promptly disclosed to the President. With respect to potential conflicts of interest, the director shall either (1) excuse himself or herself from participating in any deliberation or vote on the matter and may not otherwise take any affirmative action on the matter or (2) shall prepare a written statement prepared under penalty of false statement describing the matter requiring action and the nature of the potential conflict and explaining why, despite the potential conflict, such director is able to vote and otherwise participate fairly, objectively, and in the public interest, and shall deliver a copy of such statement to the President and shall enter a copy of the statement in the minutes of the Board. In addition to the steps described above, a conflicted or potentially conflicted director is strongly encouraged to: (a) leave the room during discussion and vote on the matter at hand; (b) not to participate in such discussion and vote; and (c) not to obtain access to non-public confidential information regarding the matter at hand. This Section 7.1 notwithstanding, a representative of the Administrator of the District shall serve as a director on the Board, and such Administrator’s service on the Board shall not be deemed to be a conflict of interest.

**7.2 Fiscal Year.** The Board may fix and from time to time change the fiscal year of the District. In the absence of action by the Board, the fiscal year of the District will end each year on the date that the District treated as the close of its first fiscal year, until such time, if any, as the fiscal year may be changed by the Board.

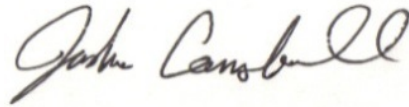
**7.3 Contracts.** The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to specific instances.

**7.4 Amendments.** These Bylaws may be altered, amended or repealed or new Bylaws may be adopted only in the manner provided in the Articles.

**CERTIFICATE**

The undersigned directors of the Show Me PACE hereby certify that the foregoing Bylaws are the original Bylaws of the District adopted by the initial director(s).

Dated: July 18, 2017.



Name: Josh Campbell

Title: Director



Name: Ann Auer

Title: Director

Name: Nicholas Brinker

Title: Director



Name: James Murphy

Title: Director

Name: Dave Barber

Title: Director

One-rdg. \_\_\_\_\_  
P. Hrngs. \_\_\_\_\_  
Pgs. 11  
Filed: 10-29-19

Sponsor: Schilling

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

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

COUNCIL BILL 2019- 262

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

### AN ORDINANCE

1 RELINQUISHING certain sanitary sewer easements located at 3145 and 3155 South  
2 Campbell Avenue for the purpose of accommodating new development  
3 at said locations.  
4 \_\_\_\_\_  
5

6 WHEREAS, an application has been submitted requesting that the City relinquish  
7 certain sanitary sewer easements located at 3145 and 3155 South Campbell Avenue, said  
8 request being generally referred to as Relinquishment 890; and  
9

10 WHEREAS, the purpose of such request is to facilitate the construction of new  
11 development at said location; and  
12

13 WHEREAS, the Planning and Zoning Commission, at their meeting of October 10,  
14 2019, recommended approval of the relinquish request; and  
15

16 WHEREAS, City Council finds that, provided the conditions of this Ordinance are fully  
17 complied with, the relinquishment requested by the applicant is appropriate and thereby  
18 desires to relinquish said easements consistent with the provisions of this Ordinance.  
19

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

23 Section 1 – City Council hereby relinquishes certain sanitary sewer easements  
24 located at 3145 and 3155 South Campbell Avenue, said easements being more fully  
25 described in the legal descriptions attached hereto as “Exhibit A – Attachment 3.” Provided  
26 that, said relinquishment shall not become effective until applicant has fully complied with  
27 those conditions contained in this Ordinance.  
28

29 Section 2 – The relinquishment contemplated by this Ordinance shall not become  
30 effective until the public improvements to the proposed sanitary sewer easement area are  
31 completed and said improvements are accepted by the City.  
32



33        Section 3 – Upon the Director of Planning and Development certifying in writing to the  
34 City Clerk that the conditions contained in this Ordinance have been fully complied with, this  
35 Ordinance shall be in full force and effect. City Council finds that the sections contained in  
36 this Ordinance are an integral part of the decision to relinquish said easements and, if for  
37 any reason, any section or provision of this Ordinance is found to be null and void, the whole  
38 Ordinance shall be considered null and void.

39  
40 Passed at Meeting: \_\_\_\_\_

41  
42 \_\_\_\_\_  
43 Mayor  
44

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

46  
47 Filed as Ordinance: \_\_\_\_\_

48  
49 Approved as to Form: *A. Chale T. Widen*, Assistant City Attorney

50  
51  
52 Approved for Council Action: *Jason A. Hays*, City Manager  
53

## **EXPLANATION TO COUNCIL BILL 2019- 262**

FILED: 10-29-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Relinquishing sanitary sewer easements generally located on Lots 1 and 2 of South Campbell Addition, at 3145 and 3155 South Campbell Avenue in Springfield, Missouri.

BACKGROUND INFORMATION: RELINQUISH EASEMENT NUMBER 890

The applicant is requesting to relinquish sanitary sewer easements in order to accommodate construction of a new development. A replacement sanitary sewer easement has been dedicated. The Planning & Zoning Commission does not have the authority to approve this request because it contains conditions. Action by City Council is required for this application.

### **RECOMMENDATIONS:**

The Planning and Zoning Commission held a public hearing on October 10, 2019, and recommended approval, by a vote of 7 to 0, that this request be forwarded to Council with a recommendation for approval. Commission could not approve the request because of the conditions being set forth.

The Planning and Development staff recommends the application be approved with conditions (see the attached "Exhibit A," Development Review Staff Report).

### **FINDINGS FOR STAFF RECOMMENDATION:**

1. The applicant is requesting to relinquish sanitary sewer easements in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easements is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

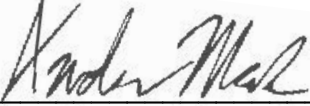
### **CONDITIONS:**

If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

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

Submitted by:

  
\_\_\_\_\_  
Andrew Menke, Assistant Planner

Reviewed by:

  
\_\_\_\_\_  
Mary Lilly Smith, Director

Approved by:

  
\_\_\_\_\_  
Jason Gage, City Manager

**EXHIBITS:**

Exhibit A, Development Review Staff Report

**ATTACHMENTS:**

- Attachment 1, Department Comments
- Attachment 2, Approval Criteria
- Attachment 3, Legal Description
- Attachment 4, Drawings

# Exhibit A

**PLANNING AND ZONING COMMISSION PUBLIC HEARING:**

OCTOBER 10, 2019

**CITY COUNCIL PUBLIC HEARING:**

NOVEMBER 4, 2019



**CASE NUMBER:**

Request to Relinquish Easement  
No. 890

**LOCATION:** 3145 & 3155 South  
Campbell Avenue

**ACRES:** N/A

**EXISTING LAND USE:** Commercial  
building and parking lot

**APPLICANT:** South Campbell  
Investments, LLC

**STAFF:** Andrew Menke, 864-1613

**STAFF RECOMMENDATION:**  
Approve and forward recommendation to  
City Council

**PROPOSED MOTION:**  
Move to approve Relinquish Easement  
No. 890

**SUMMARY OF APPLICANTS REQUEST:**

The applicant, South Campbell Investments, LLC, is requesting to relinquish sanitary sewer easements to facilitate the development of the property. A replacement easement has been dedicated. The relinquishment of the easements is contingent upon the construction of public improvements.

## ATTACHMENT 1: DEPARTMENT COMMENTS

### PLANNING AND DEVELOPMENT:

1. The applicant is requesting to relinquish sanitary sewer easements in order to facilitate the development of the property.
2. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easements is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.
3. No one has objected to this request to date.

### CONDITIONS:

- A. If approved, the relinquishment of the sanitary sewer easement is not effective until:

1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

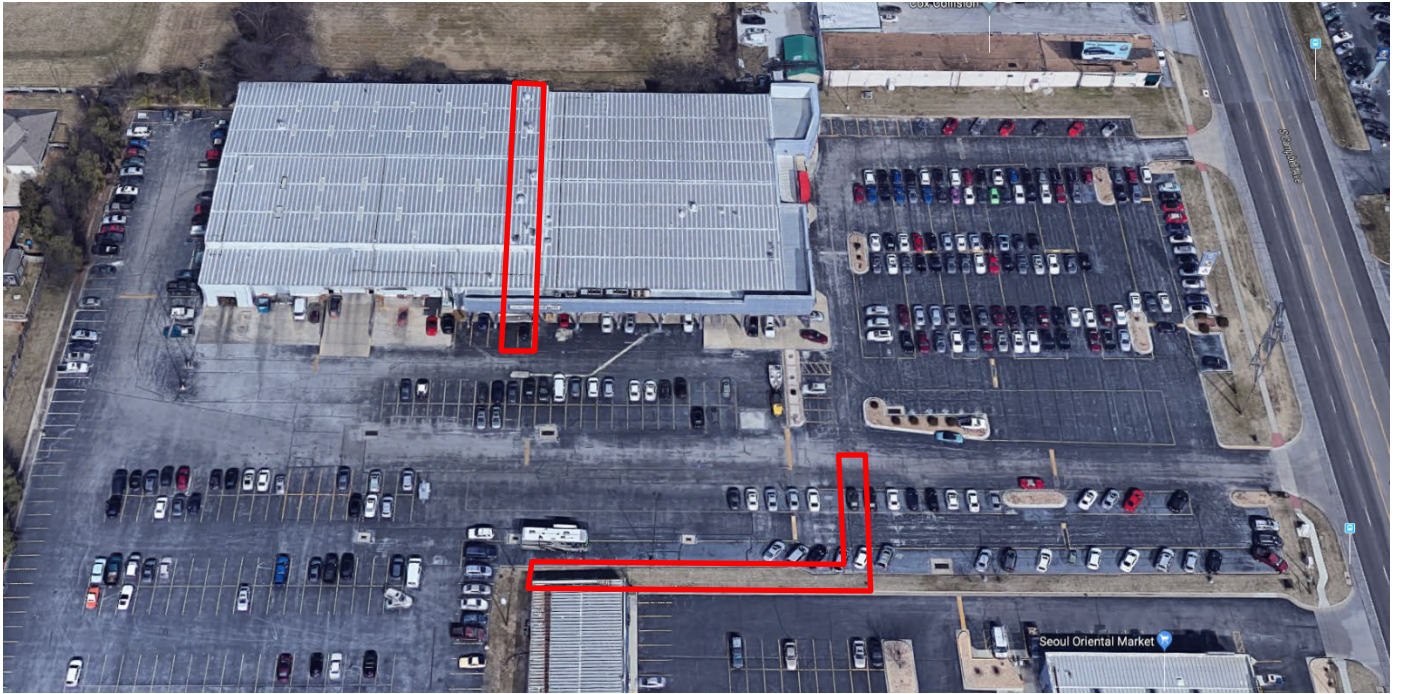
If these conditions are not completed within one (1) year from City Council's approval, then that approval is null and void and the sanitary sewer easement requested to be relinquished will remain.

### ENVIRONMENTAL SERVICES – CLEAN WATER SERVICES:

1. No objection to vacating easement on lot 1 since there is no existing sewer within it.
2. The easement across lot 2 cannot be vacated until the sewer relocation plans have been filed, constructed and accepted.
3. The easement cannot be vacated until the sewer has been relocated. The Planning and Zoning Commission does not have the authority to approve this request due to conditions being set forth by the applicant. The relinquishment of the easements is contingent upon public improvements being constructed. This request must be forwarded to City Council for approval.



**SURROUNDING LAND USES (GOOGLE MAP AERIAL VIEW):**



**GOOGLE MAPS STREET VIEW:**



## ATTACHMENT 2: APPROVAL CRITERIA

In order to approve a relinquishment of a public easement, the Planning and Zoning Commission must make the following findings:

| <u>APPROVAL CRITERIA</u>                                                                                                                                      | <u>STAFF RESPONSE:</u>                                                                                                                                                                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. No one has objected to the relinquishment of the easements.                                                                                                | No one has objected to the relinquishment of the easement.                                                                                                                                                           |
| 2. The appropriate City agency has filed with the Planning and Development Department a statement that the easements are no longer needed to provide service. | All interested City agencies have filed a statement and, with the conditions set forth, do not object to the relinquishment of the subject easement. The applicant has dedicated a replacement easement.             |
| 3. That the retention of the easements no longer serves any useful public purpose.                                                                            | Once construction of public improvements has been completed, the retention of the easements will no longer serve a public purpose. The applicant has dedicated a replacement easement through a separate instrument. |

### ATTACHMENT 3: LEGAL DESCRIPTION

A partial relinquishment of a 15.00-foot-wide Sanitary Sewer Easement, recorded in Deed Book 1756 at Page 1178, in the Greene County Recorder's Office, Greene County, Missouri and being a part of Lot 1 of The Final Plat of South Campbell Addition, a subdivision in the City of Springfield and recorded in the Greene County Recorder's Office, Greene County, Missouri and being more particularly described as follows:

COMMENCING at the Northwest Corner of Lot 1, of South Campbell Addition; Thence S 88°42'39" E, along the North line of said Lot 1, a distance of 295.06 feet to the Northwest Corner of said Sanitary Sewer Easement for a Point of Beginning; Thence S 88°42'39" E, continuing along said North line, a distance of 15.01 feet, to the Northeast corner of said easement; thence S 02°49'47" W, along the East line of said easement, a distance of 228.07 feet to a point on the South line of a 25.00 foot-wide Utility Easement as recorded in Deed Book 1739, at Page 1015, in the Greene County Recorder's Office, Green County, Missouri; Thence N 87°47'02" W, along said South line, a distance of 15.00 feet; Thence N 02°49'47" E, along the West line of said Sanitary Sewer Easement, a distance of 227.83 feet to the Point of Beginning.

Containing 3,419 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

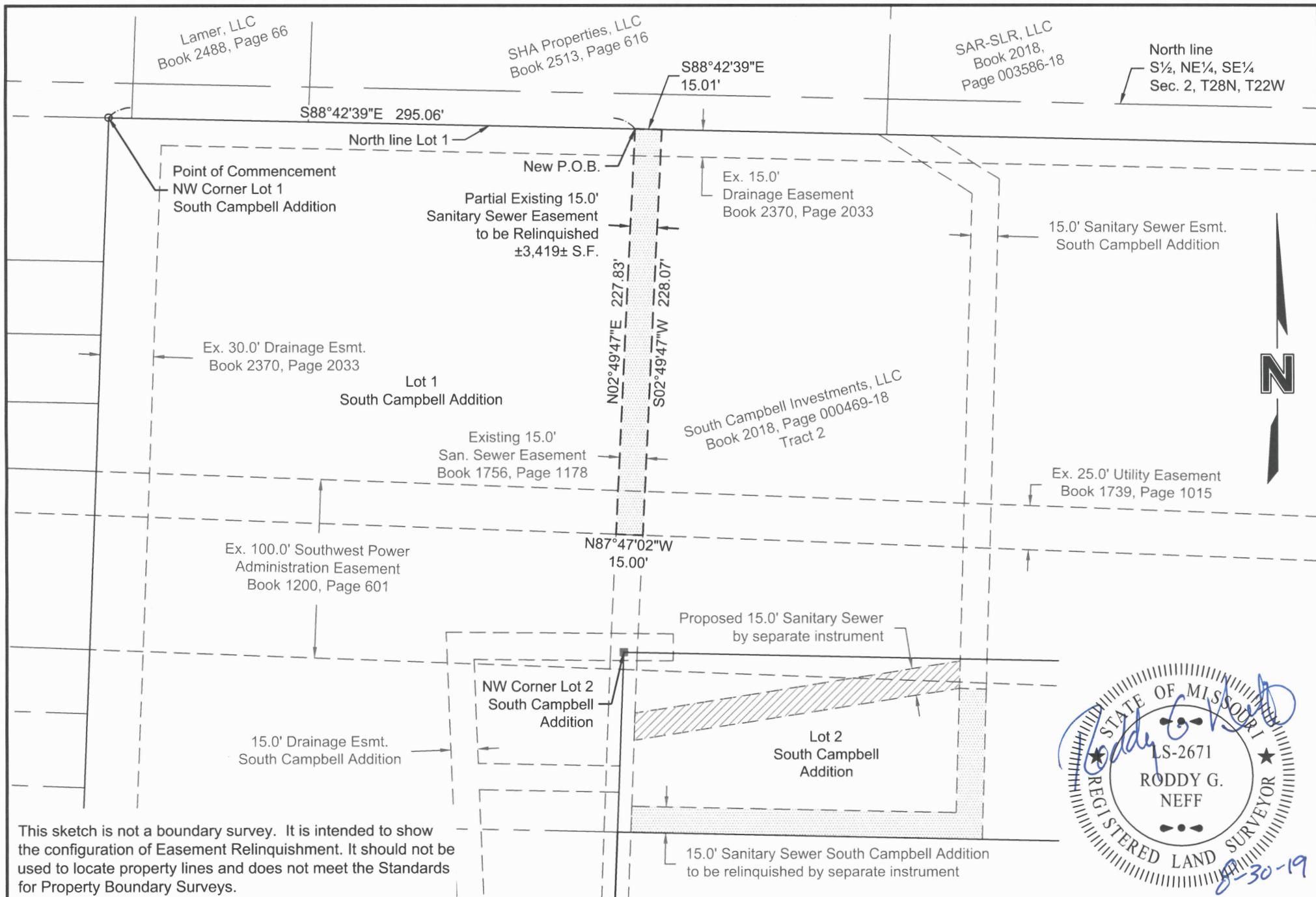
And

A partial relinquishment of a platted 15.00-foot-wide Sanitary Sewer Easement, being a part of Lot 2 of the Final Plat of South Campbell Addition, a subdivision in the City of Springfield and recorded in the Greene County Recorder's Office, Greene County, Missouri and being more particularly described as follows:

COMMENCING at the Southwest Corner of Lot 2, of South Campbell Addition; Thence S 88°48'40" E, along the South line of said Lot 2, a distance of 7.50 feet, to a point on the East line of an existing 15.00 foot-wide Sanitary Sewer Easement recorded in Deed Book 1756 at Page 1178, recorded in the Greene County Recorder's Office, Greene County, Missouri, said point also being the Southwest corner of a platted 15.00 foot-wide Sanitary Sewer Easement as shown on the Final Plat of South Campbell Addition, for a Point of Beginning; Thence N 02°04'53" E, along the West line of said platted easement, a distance of 15.00 feet to the North line of said platted easement; Thence S 88°48'40" E, along the North line of said platted easement, a distance of 181.53 feet; Thence N 01°35'30" E, along the West line of said platted easement, a distance of 70.42 feet; Thence S 88°24'30" E, a distance of 15.00 feet to the East line of said platted easement; Thence S 01°35'30" W, along the East line of said platted easement, a distance of 85.31 feet to a point on the South line of said platted easement and the South line of Lot 2; Thence N 88°48'40" W, along said South line, a distance of 196.66 feet to the Point of Beginning.

Containing 4,004 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.





Project no: 018-2880

Drawn by: KMK

Date: 08/29/19

## EASEMENT RELINQUISHMENT

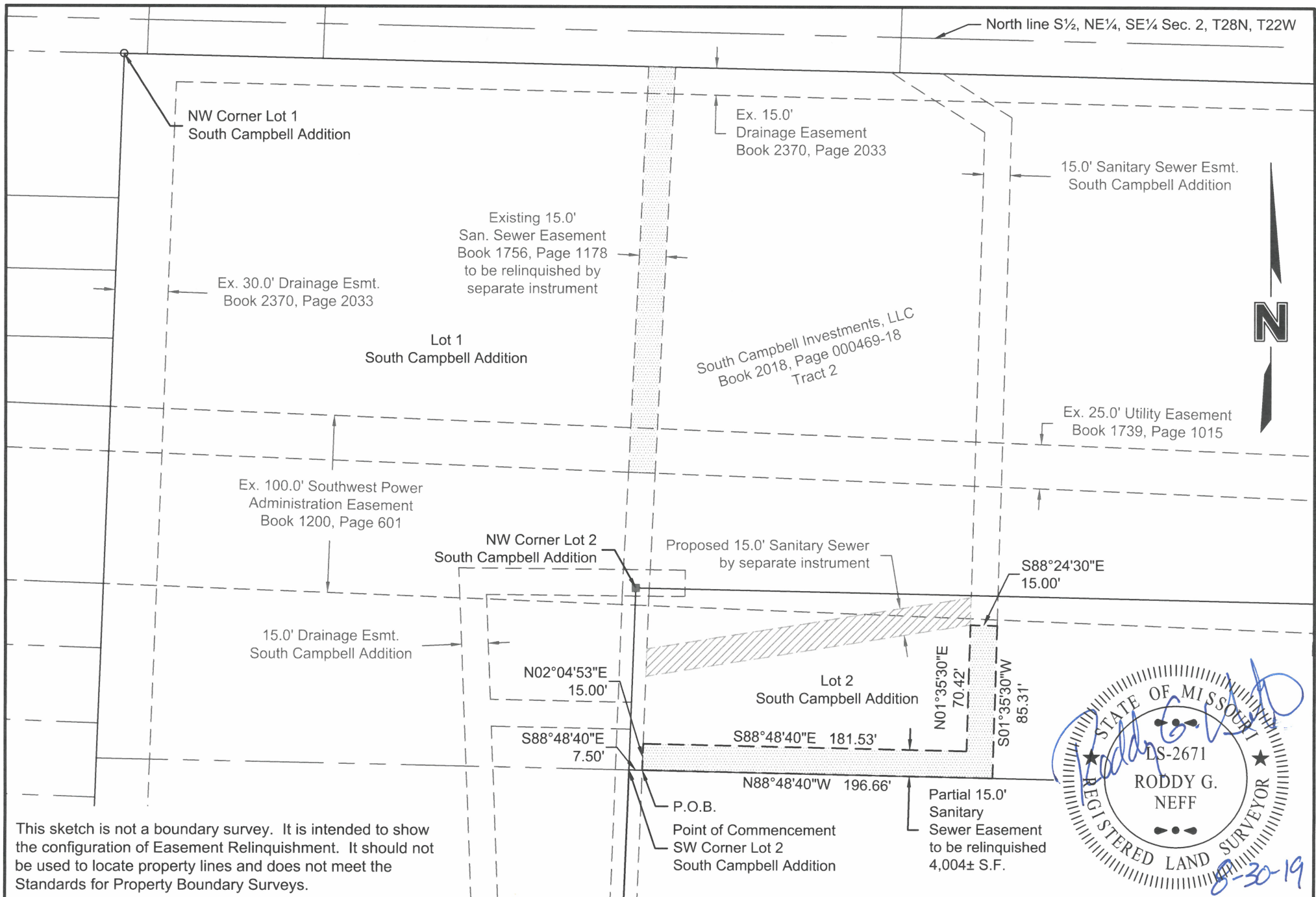
Page 10 of 11

**olsson**

 Olsson Associates, Inc. Survey MO  
 Certificate of Authority #LC366  
 550 St. Louis Street  
 Springfield, MO 65806  
 TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B



This sketch is not a boundary survey. It is intended to show the configuration of Easement Relinquishment. It should not be used to locate property lines and does not meet the Standards for Property Boundary Surveys.

Project no: 018-2880

Drawn by: KMK

Date: 08/29/19

## EASEMENT RELINQUISHMENT

Page 11 of 11

**olsson**

Olsson Associates, Inc. Survey MO  
Certificate of Authority #LC366  
550 St. Louis Street  
Springfield, MO 65806  
TEL 417.890.8802 FAX 417.890.8805

EXHIBIT

B