



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 18, 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. November 4, 2019 City Council Meeting And November 5, 2019 And November 12, 2019 Special City Council Meetings.**
- 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.**
- 7. 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](#)

8. 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](#)

9. 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](#)

10. 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:

[2019-248.PDF](#)

11. 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](#)

12. 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](#)

13. 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](#)

14. 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](#)

15. 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](#)

16. 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](#)

17. 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](#)

18. 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](#)

19. **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](#)

20. **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](#)

21. **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](#)

22. **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](#)

23. **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](#)

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

25. **Council Bill 2019-263. (Council)**

A resolution declaring the results of the special municipal election held on November 5, 2019 under the Home Rule Charter of the City of Springfield, Missouri.

Documents:

[2019-263.PDF](#)

26. **Council Bill 2019-264. (McGull)**

A resolution declaring the intent of the City of Springfield, to annex 6.3 acres of private property and 1.5 acres of Missouri Department of Transportation right-of-way generally located at 3615 North State Highway H/Glenstone Avenue. (Staff recommends approval.)

Documents:

[2019-264.PDF](#)

27. **Council Bill 2019-265. (Ollis)**

A resolution authorizing the City Manager, or his designee, to make application to the Ozark Transportation Organization for \$217,600 of federal grant funds administered by the Missouri Department of Transportation, through the Surface Transportation Block Grant program, for the purpose of funding the construction of the Fassnight Creek Greenway Trail, Clay Avenue to Brookside Drive.

Documents:

[2019-265.PDF](#)

28. **Council Bill 2019-266. (Lear)**

A resolution adopting the Public Rights of Way ADA Transition Plan.

Documents:

[2019-266.PDF](#)

29. **EMERGENCY BILLS.**

30. **PUBLIC IMPROVEMENTS.**

31. **GRANTS. Citizens May Speak. May Be Voted On.**

32. **Council Bill 2019-267. (Hosmer)**

A special ordinance authorizing the City Manager, or his designee, to accept an Environmental Workforce Development and Job Training Grant in the amount of \$200,000 from the United States Environmental Protection Agency ("EPA") for the purpose of creating job training programs that recruit, train, and place local unemployed and under-employed residents into full-time employment in the environmental field, and to enter into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for

Fiscal Year 2019-2020 in the amount of \$200,000 to appropriate the grant funds; and declaring that this bill qualifies for approval on one reading.

Documents:

[2019-267.PDF](#)

33. **AMENDED BILLS.**

34. **COUNCIL BILLS FOR PUBLIC HEARING.**

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

36. **Council Bill 2019-268. (Ollis)**

A special ordinance approving the plans and specification for construction of Blackman Woods Lift Station Relief Sewer; and to accept the bid of Accurate Excavating of S.W. Mo., Inc. in the amount of \$95,808.00 for the project; and authorizing the City Manager or his designee to enter into a contract with such bidder for said improvement.

Documents:

[2019-268.PDF](#)

37. **Council Bill 2019-269. (Fisk)**

A special ordinance amending the budget of the City of Springfield for Fiscal Year 2019-2020 in the amount of \$2,000,000, for the purpose of appropriating funds to complete the upgrade of the Trunked Radio System and purchase P-25 compliant radio equipment.

Documents:

[2019-269.PDF](#)

38. **PETITIONS, REMONSTRANCES, AND COMMUNICATIONS.**

Ms. Josephine Grace wishes to address City Council.

Ms. Angela Mayer wishes to address City Council.

Mr. Gary Horchem wishes to address City Council.

39. **NEW BUSINESS.**

The Committee of the Whole recommends the following appointment to the Board of Public Utilities: Louise Knauer replace Jeff Childs. Ms. Knauer's term will expire December 1, 2021.

The Committee of the Whole recommends the following reappointment to the Board of Public Utilities: Jennifer Wilson with term to expire December 1, 2021.

40. **UNFINISHED BUSINESS.**

41. **MISCELLANEOUS.**

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

43. **Council Bill 2019-270. (McGull)**

A special ordinance approving the sale of real property at 2230 North East Avenue to Reed Enterprises, LLC, for \$5,000.00; and authorizing the issuance of a deed for same.
(Recommended by Land Inventory Committee.)

Documents:

[2019-270.PDF](#)

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

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

46. **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](#)

47. **BOARD CONFIRMATIONS.**

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

Confirm 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.

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

48. **END OF CONSENT AGENDA.**

49. **ADJOURN.**

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

All meetings are recorded.

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

One-rdg. _____
P. Hrngs. _____
Pgs. 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: Ca H, Assistant City Attorney
72

73
74 Approved for Council action: Jason A. Mage, 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.

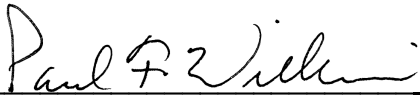
\$12,914.00, for the purchase of a long-range acoustic device ("LRAD") . This would allow live or recorded broadcasts from a portable device. It will allow messages to be delivered loud and clear over longer distances and over any background noise, which would increase the safety of citizens in barricade 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,

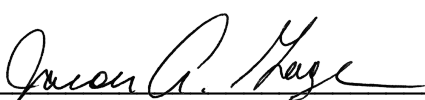
officers requesting a MCI camera may be forced to wait for one to become available if all current cameras are in use, so additional camera packages would allow faster response and subsequent processing of crime scenes.

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.

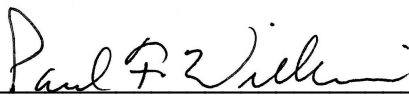
BACKGROUND INFORMATION: Community Partnership of the Ozarks ("CPO") is a participant in the Mental Health Awareness Training ("MHAT") Project. As part of the MHAT Project, CPO is working towards a goal of certifying 2,250 First Aiders in Youth and Adult Mental Health First Aid ("MHFA"). To become certified, 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: _____
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57 Approved as to form: Achale T. Weller, Assistant City Attorney
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60 Approved for Council action: Jason A. Hays, City Manager
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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.

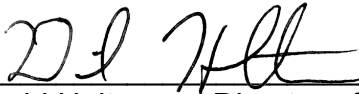
BACKGROUND INFORMATION: Section 2.15 of the Springfield City Charter allows City Council to appoint an investigator (Certified Public Accountant) to perform internal audit services prescribed by City Council. Appointment of the investigator (or audit firm) has been made through the Request for Proposal 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.

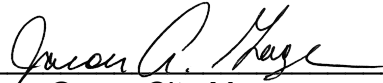
A copy of the proposed contract is attached as Exhibit 1.

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 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.

TABLE OF CONTENTS

Cover -Signature Page
 Legal Notice
 Table of Contents

PART I**Description of Project and Services Required**

- 1.0 Introduction
- 2.0 Scope of Services
- 3.0 Auditing Standards to be Followed
- 4.0 Working Paper Retention and Access to Working Papers
- 5.0 Timeline for RFP Process

PART II**Standard Instructions to Offerors and Conditions of Request for Proposal**

- 1.0 Preparation of Proposals
- 2.0 Submission of Proposals
- 3.0 Legal Name and Signature
- 4.0 Modifications, Corrections, or Withdrawal of Proposals
- 5.0 Clarification and Addenda
- 6.0 Responsive and Responsible Offeror
- 7.0 Reserved Rights
- 8.0 The Right to Audit
- 9.0 Right to Protest
- 10.0 Ethical Standards
- 11.0 Collusion
- 12.0 Conflict
- 13.0 Debarment and Suspension Status
- 14.0 RFP Forms
- 15.0 Liability and Indemnity
- 16.0 Payment Terms
- 17.0 Regulations
- 18.0 Proposal Opening
- 19.0 Request for Additional Information
- 20.0 Contract Documents
- 21.0 Ownership of Documents
- 22.0 Equal Employment Opportunity Clause

PART III**Format, Content, and Submission of Proposals**

- 1.0 Forms and Attachments
- 2.0 Proposal Due Date
- 3.0 Addenda
- 4.0 Selection Process
- 5.0 Awards
- 6.0 Budgetary Constraints
- 7.0 Order of Precedence
- 8.0 Affidavit for Service Contracts
- 9.0 Open Competition
- 10.0 Additional Purchases by Other Public Entities
- 11.0 Work Authorization Affidavit and E-Verify
- 12.0 Insurance Requirements

13.0 Compliance
14.0 Sample Contract
15.0 Renewal Option
16.0 Questions Regarding Specifications or Proposal Process
17.0 Criteria for Award
Enclosure I, Proposal Ranking Score Sheet
Enclosure II, Interview Ranking Score Sheet
Enclosure III, Table of Contents for Submittal
Form No. 1: Provider Profile
Form No.2: Key Outside Consultants
Form No. 3: 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
Form No. 9 "Statement of No Proposal"

PART IV

Insurance Requirements

PART V

Standard Terms and Conditions

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 contact the City or review City Charter Section 19.16 and Section 105.452 RSMo.

NOTE: COMPLETION AND SUBMITTAL OF FORM NO. 8.0 CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST MUST BE SUBMITTED WITH YOUR 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. 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.

CITY OF SPRINGFIELD, MISSOURI	
WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo	
(REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)	
County of _____)	
	) ss.
State of _____)	
My name is _____. I am an authorized agent of _____ ("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. 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.	
_____ Affiant	
_____ Printed Name	
Subscribed and sworn to before me this ____ day of _____, 20____.	
_____ 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.	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	20	_____
2.	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	20	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (FORM(S) 6 A, B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	10	_____
Ranked By: _____		TOTAL POINTS (100)	_____

ENCLOSURE II
INTERVIEW RANKING SCORE SHEET

SCORING RANGES

	<u>30 Point Questions</u>	<u>20 Point Questions</u>	<u>10 Point Questions</u>
Outstanding	25 – 30	17 – 20	9 – 10
Exceeds Acceptable	19 – 24	13 – 16	7 – 8
Acceptable	13 – 18	9 – 12	5 – 6
Marginal	0 – 12	0 – 8	0 – 4

	<u>Evaluation Criteria</u>	<u>Maximum Points</u>	<u>Score</u>
1.	Evidence of Experience & References with Similar Projects (FORM 3) Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? • Familiarity and experience with similar projects • Consider any sub-consultants to be used and their experience (if applicable)	20	_____
2.	Expertise of Firm/Provider Personnel (FORM 4) Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: • Project Manager • Project team • Sub-consultants (if applicable)	30	_____
3.	Applicable Resources (FORM 1, 2, AND 5) Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP • Standard Quality Assurance/Quality Control program or procedures the firm has in place • Adequacy of proposed team/resources to complete project within proposed time frame	20	_____
4.	Project Approach (FORM 5) Evaluate the firm/provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach presented in Form 5. • Project schedule and detailed approach is reasonable/responsive to City's needs • Roles of all involved parties clearly identified • Familiarity with project location as evidenced by proposal (if applicable) • Identify/recognize critical or unique issues specific to the project • Adequacy of proposed communications process • Unique approaches that have been successful elsewhere.	20	_____
5.	Cost (FORM(S) 6 A, B) Determination of cost and pricing data: Consider whether all elements of cost and pricing conform to the requirements of the RFP.	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: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: Form No. 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Page ____ - ____
H.	RESUMES OF KEY PERSONNEL: Form No. 4 provided (Form 4 may be reproduced and attached in sequence if more space is required).	Page ____
I.	PROJECT APPROACH NARRATIVE: Form No. 5 provided (This form must be signed and dated).	Page ____ - ____
J.	COST: Form(s) provided: 6A, 6B	Page ____
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page ____
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.) Form No. 8	
M.	STATEMENT OF NO PROPOSAL Form No. 9	Page ____
N.	Affidavit, Work Authorization - Form provided (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 (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

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
TOTAL COST		\$

 Company Name

 Address

 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 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
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 Jul – Sept	Municipal Courts	Police Operations	IT General Controls	Purchasing
Q2 Oct – Dec	Privacy and PII	Art Museum Operations	Cash Collections and Applications	Airport Operations
Q3 Jan – Mar	Fee Study Process	Loan Programs and Federal Grant Processing	Risk Management	Risk Assessment Refresh
Q4 Apr – Jun	Month End Close and Account Reconciliations	Follow Up (2016-2018)	System Access (Segregation of Duties)	Follow Up (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: Submit this page with page numbers provided.	Page 2
C.	LETTER OF TRANSMITTAL: Limit to four (4) pages; to be submitted on the provider's letterhead. 1. Concisely state the provider's understanding of the services required by the City. 2. Include additional relevant information not requested elsewhere in this RFP. 3. The signature of the letter shall be that of a person authorized to represent and bind the firm/provider.	Attachment
D.	EXECUTED ADDENDA (if applicable) The respondent must return the correct number of all numbered addenda with submitted proposal. All Addenda must be signed.	Attachment
E.	PROVIDER PROFILE: Form No. 1 provided	Page 3
F.	LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES OR AGENCIES THAT WILL BE USED FOR THE CITY'S SERVICE: Form No. 2 provided	Page 4
G.	EXPERIENCE/REFERENCES: 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: 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: Form No. 5 provided (This form must be signed and dated).	Page 18-25
J.	COST: Form(s) provided: 6A, 6B	Page 26-27
K.	AFFIDAVIT OF COMPLIANCE Form No. 7	Page 28
L.	CERTIFICATION REGARDING POTENTIAL CONFLICTS OF INTEREST (This form must be signed and dated.) Form No. 8	Page 29
M.	STATEMENT OF NO PROPOSAL Form No. 9	Page 30
N.	Affidavit, Work Authorization - Form provided (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 (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



Shauna Woody-Coussens, CFE
Managing Director
816.701.0250
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.
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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 Maulsch
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 & 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.

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

Page 25 of 38

Revised: BC: 3-17-19
Approved by Legal: RL:

RETURN THIS PAGE

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
Approved by Legal: RL:

Page 25 of 38

RETURN THIS PAGE

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."

Page 26 of 38

Revised: BC: 3-17-19
Approved by Legal: RL

RETURN THIS PAGE

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 Senior Consultant Director	November 30, 2019
Internal Audit 1	Managing Partner Managing Director Senior Consultant Consultant	January 31, 2020
Internal Audit 2	Managing Partner Managing Director Senior Consultant Consultant	March 31, 2020
Internal Audit 3	Managing Partner Managing Director Senior Consultant Consultant	May 31, 2020
Internal Audit 4	Managing Partner Managing Director Senior Consultant 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 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 & 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
TOTAL COST		\$ 77,586

BKD CPAs & 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 65801Telephone Number 417.865.8701Fax Number: 417.865.0682Date: 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.comFederal Tax ID No. 44-0160260DBE 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

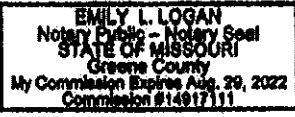
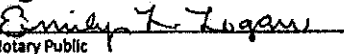
11.0 WORK AUTHORIZATION AFFIDAVIT AND E-VERIFY: Effective January 1, 2009, and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

[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 WORK AUTHORIZATION AFFIDAVIT PURSUANT TO SECTION 285.530, RSMo (REQUIRED FOR ALL BIDS FOR SERVICES IN EXCESS OF \$5,000.00)	
County of <u>Greene</u>)	
	) ss.
State of <u>Missouri</u>)	
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. 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.  Affiant <u>Angela Morelock</u> Printed Name	
Subscribed and sworn to before me this <u>21st</u> day of <u>August</u>, 20<u>19</u>.   Notary Public	

SEAL

O. E-Verify Program's Memorandum of Understanding Electronic Signature Page



Company ID Number: 69740

Client Company ID Number: 884366

Approved by:

Employer BKD, LLP	
Name (Please Type or Print) Nicole Painter	Title Employee Relations & Compliance Manager
Signature Electronically Signed	Date 06.17.2015
E-Verify Employer Agent Tracker Corp.	
Name (Please Type or Print) Corey Johnson	Title
Signature Electronically Signed	Date 08/08/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 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

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.

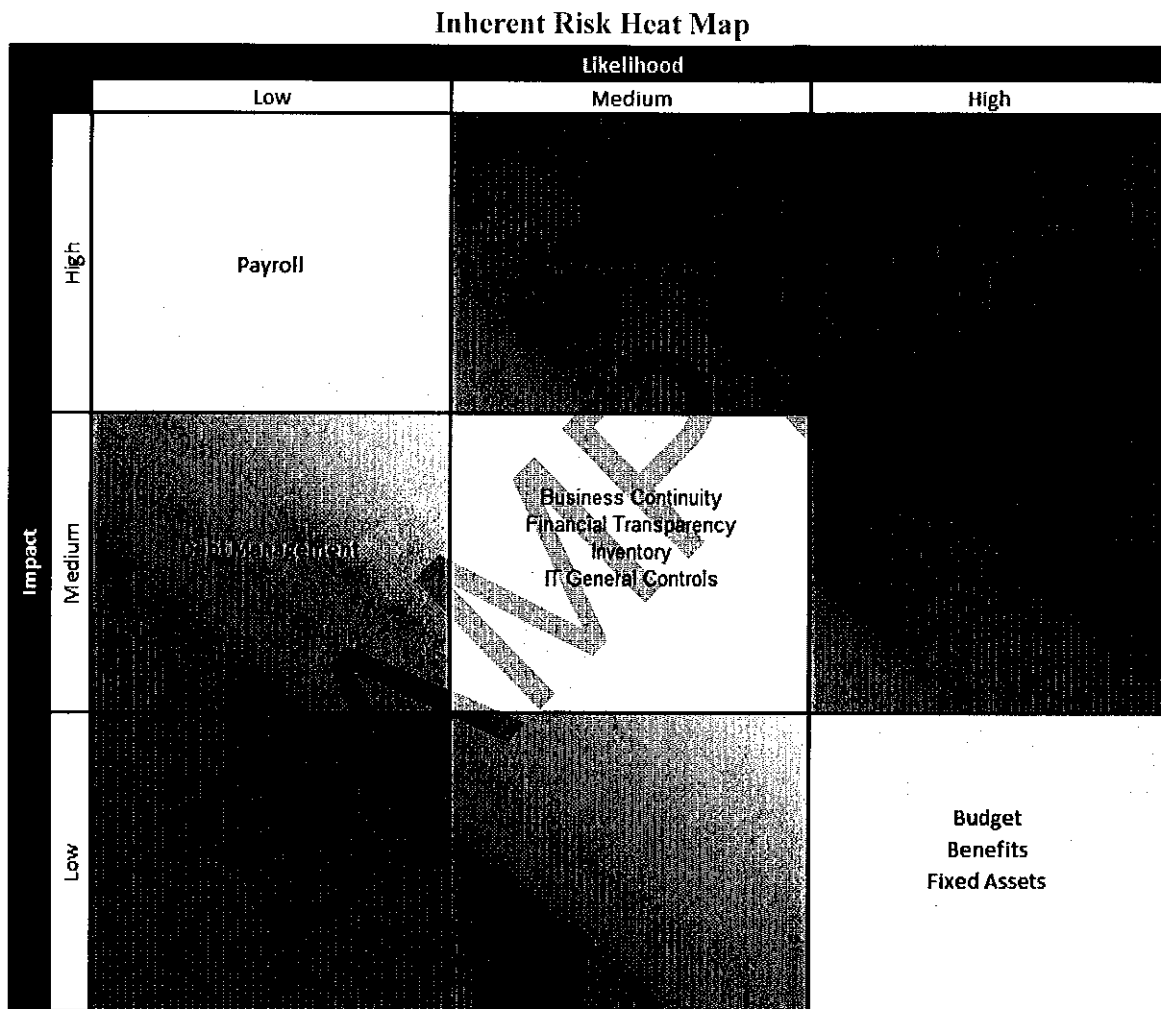
The ratings in this report do not imply judgment on how management is addressing risks nor does it make any conclusions on actual RR to the organization. This risk assessment performed by BKD was a high-level evaluation of the risks related to the accounting and finance department with the intention 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

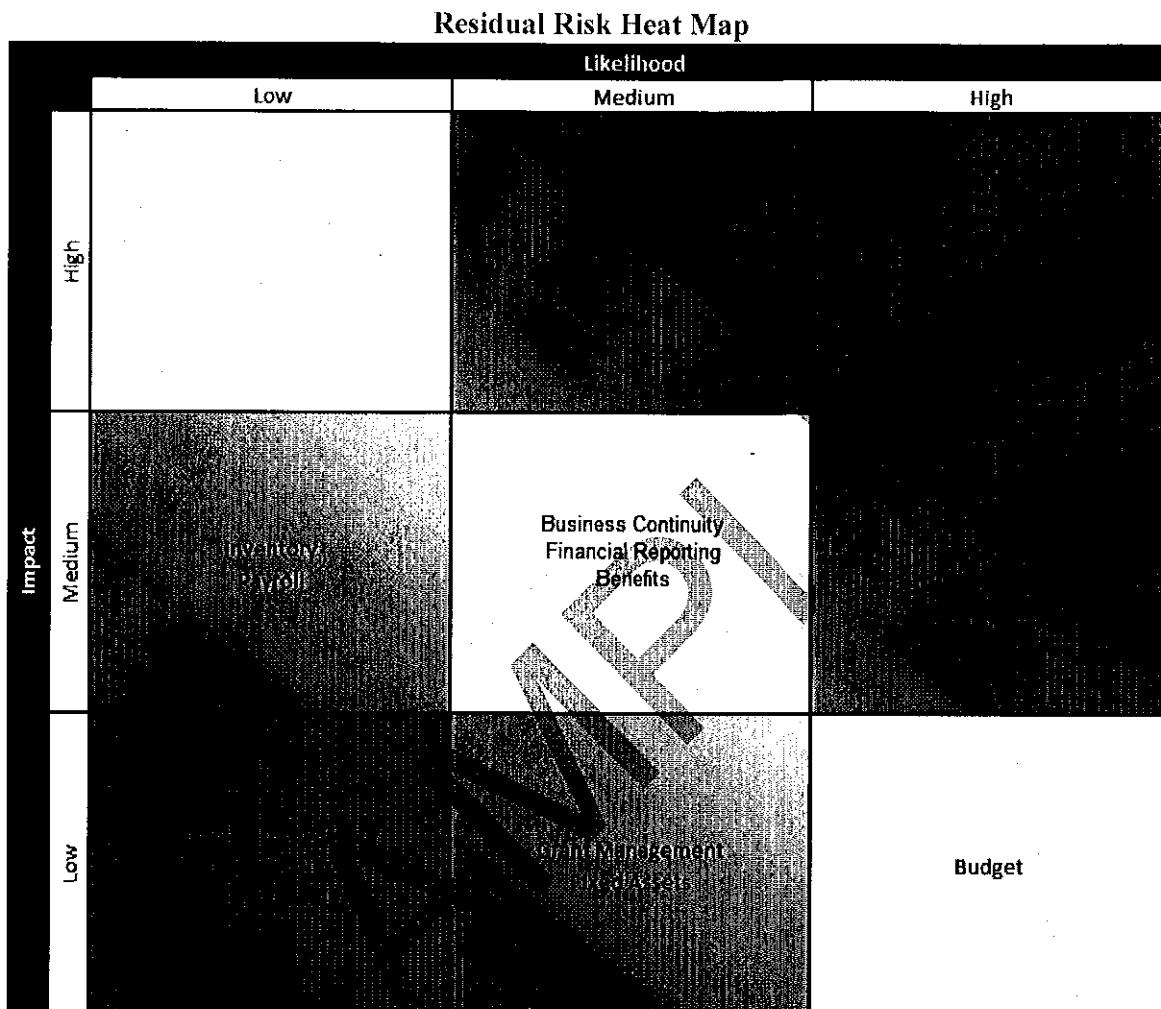
Heat Maps

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

I. Consultant Report Letter	1
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

CONFIDENTIAL

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.

School District of Springfield R-XII | Purchase Card Assessment Report

Board of Education Presentation Date: April 23, 2019

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

Board of Education Presentation Date: April 23, 2019

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

Board of Education Presentation Date: April 23, 2019

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

Board of Education Presentation Date: April 23, 2019

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

Board of Education Presentation Date: April 23, 2019

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

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

Table of Contents

School District of Springfield R-XII Risk Assessment and Internal Assessment Plan

Consultant Report	1
I. Risk Assessment & Internal Assessment Plan	2
II. Scope and Procedures.....	3
III. Proposed Internal Assessment Plan.....	4

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

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I. Risk Assessment & Internal Assessment Plan

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.

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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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

1 AMENDING Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of
2 the Springfield City Code, known as the ‘Land Development Code.’
3 (Recommended by Plans and Policies Committee.)
4 _____

5
6 BE IT ORDAINED, BY THE COUNCIL OF THE CITY OF SPRINGFIELD,
7 MISSOURI, as follows, that:

8
9 Section 1 – City Council hereby amends Article I. – ‘Administration and
10 Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land
11 Development Code,’ as follows:

12
13 (Note: Language to be added is underlined. Language to be deleted is ~~stricken~~.)

14 15 ARTICLE I. – ADMINISTRATION AND ENFORCEMENT OF CODES

16 17 DIVISION 1. - APPLICABILITY AND SCOPE

18 19 Sec. 36-100. - Purpose.

20
21 This article shall cover the administration and enforcement of the regulations of the
22 2018 International Code Series, the adopted International Energy Conservation Code,
23 and the 2017 National Electrical Code as adopted by the city and amended from time to
24 time, hereinafter referred to as "these codes." The 2018 International Code Series
25 includes the International Building Code, the International ~~Fire~~ Fuel Gas Code, the
26 International Mechanical Code, the International Plumbing Code, the International
27 Residential Code, the International Private Sewage Disposal Code, the International
28 Existing Building Code, ~~the International Fire Code,~~ the International Swimming Pool
29 and Spa Code and the International Property Maintenance Code.

30 31 Sec. 36-101. - Scope.

32

(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 · ft² (47.4 W/m²) or 4.4 watt/ ft² (47.4 W/m²) 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 a At 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/m²), 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

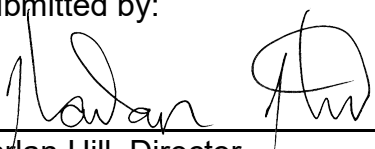
PURPOSE: Amending Article I. – ‘Administration and Enforcement of Codes’ of Chapter 36 of the Springfield City Code, known as the ‘Land Development Code.’
(Recommended by Plans and Policies Committee.)

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.

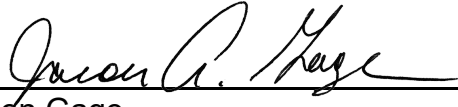
The Building Development Services Department (“BDS”) has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, 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.

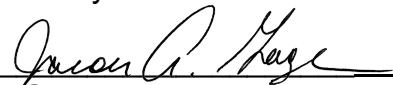
The Article has also been reorganized to more clearly define the roles and duties of the various parties. Additional language has been created to clarify the reinstatement procedures for lapsed licenses.

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. Aa 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.~~ or the responsible managing employee,

- (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 supervision 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
Filed 10-29-19

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

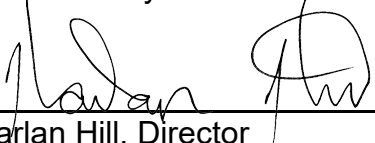
PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article V, 'Building Code,' in its entirety, and enacting in lieu thereof a new Article V, 'Building Code.' (Recommended by Plans and Policies Committee.)

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.

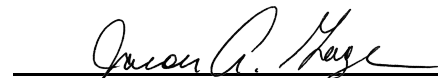
The Building Development Services ("BDS") Department has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, mechanical 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

temporary disconnection or removal of required facilities, if necessary, under the utility-transfer clause of a lease agreement, while actual repairs or alterations are in process, or during temporary emergencies.

Section 301.5 Discharge of solids, liquids, or gases. No solid, liquid, or gas may be discharged onto or from property in a manner that creates a nuisance to the public or other property owners.

Subsections 302.4 Weeds and 302.8 Motor Vehicles are deleted in their entirety.

Subsections 304.2 Protective treatment and 304.3 Premises identification are deleted in their entirety.

Section 304.6 Exterior walls. All exterior walls shall be free from holes, breaks, and loose or rotting materials and maintained weatherproof. ~~and properly surface coated where required to prevent deterioration.~~

Section 304.9 Overhang extensions. All overhang extensions including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes and exhaust ducts, shall be maintained in good repair and properly anchored so as to be kept in sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay ~~or rust by periodic application of weather coating materials, such as paint or similar surface treatments.~~

Section 304.11 Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. ~~All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~

Section 304.13.2 Openable windows. Every window, other than a fixed window, shall be easily openable, ~~and capable of being held in an open position by window hardware.~~

Section 304.14 Insect screens. During the period from April 1 to November 1, each year, every door, window, and other outside opening required for ventilation of habitable rooms, food preparation, food service areas, or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged, or stored shall be supplied with approved, tightly-fitting screens of minimum 16 mesh per inch (16 mesh per 25mm), and every screen door for insect control shall have a self-closing device in good working condition.

Section 304.17 Guards for basement windows. Every basement window that is openable shall be supplied with ~~rodent shields~~, storm windows or other approved 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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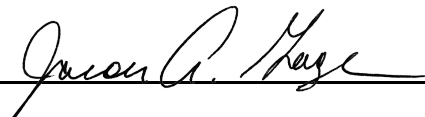
Passed at Meeting: _____

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

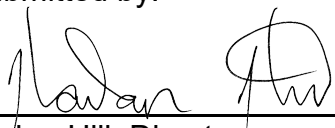
PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article VII, 'International Property Maintenance Code,' in its entirety, and enacting a new Article VII, 'International Property Maintenance Code.' (Recommended by Plans and Policies Committee.)

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.)

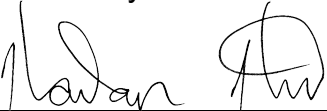
BACKGROUND AND REMARKS: The current plumbing code enforced by the City is the 2012 International Plumbing Code. With the adoption of the 2018 International Plumbing Code, the City will be adopting the most up-to-date, nationally-recognized, plumbing code.

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.

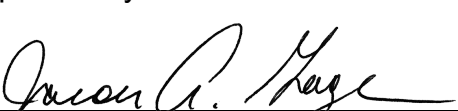
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, mechanical 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 Sec. 36-631. – Adoption of 2018 Mechanical Code.
17

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

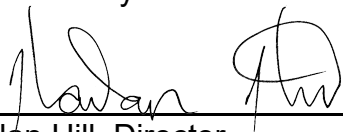
PURPOSE: Amending Chapter 36 of the Springfield City Code, known as the 'Land Development Code,' by repealing Article XIV, 'Fuel Gas Code,' in its entirety, and enacting in lieu thereof a new Article XIV, 'Fuel Gas Code.' (Recommended by Plans and Policies Committee.)

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.

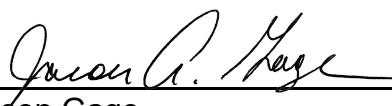
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, 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.

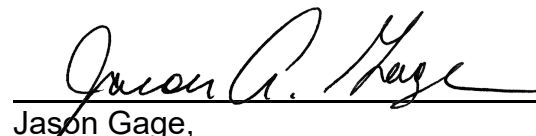
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, 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

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.

Language referring to flood-hazard areas in this code is repealed and replaced with:

All structures located within a designated flood-hazard area shall comply with Chapter 36, Article XVII of the Springfield City Code.

Sec. 36-1603. – Penalty clause.

Any person violating any of the provisions of this article, 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 in Section 1-7 of the city code, except that any fine imposed shall not be less than \$200 for the first offense, \$400 for the second offense, and \$500 for every offense thereafter. Each day that a violation continues, after a service of notice as provided in these codes, shall be deemed a separate offense. Notice, as a precursor to prosecution, is not required to prosecute a person for a violation of any provision of this article or these codes, except such notice is required to prosecute a person for failure to comply with an order under such codes.

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: _____

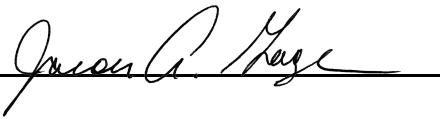
Mayor

Attest: _____, City Clerk

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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

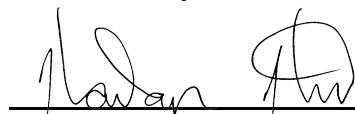
PURPOSE: To amend Chapter 36 of the Springfield City Code, known as the Land Development Code, by repealing Article XVI, 'Existing Building Code,' in its entirety, and enacting in lieu thereof a new Article XVI, 'Existing Building Code.'
(Recommended by Plans and Policies Committee.)

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.

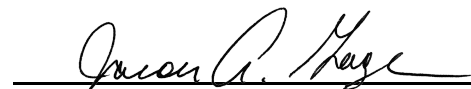
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, 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

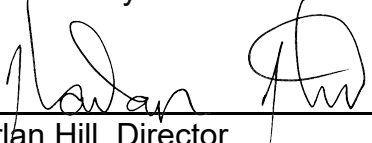
PURPOSE: Adopting the 2018 Swimming Pool and Spa Code as Article XVIII of Chapter 36 of the Springfield City Code, known as the 'Land Development Code. (Recommended by Plans and Policies Committee.)

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.

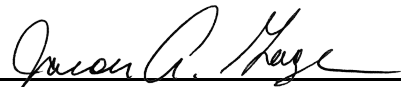
The Building Development Services Department ("BDS") has met with representatives of the local design and construction industry over the course of the past several months to discuss the ramifications of adopting this new code. Comments were requested from designers, electricians, plumbers, building contractors, 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/ft² at a pressure
63 differential of 0.3 inches water gauge (2.0 L/s · m² 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 5₇ 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 Sec. 36-1301. – Adoption of 2018 Residential Building Code.

27 City Council hereby adopts the 2018 International Residential Building Code, as
28 published by the International Code Council, and all referenced standards therein as if
29 spelled out in this Ordinance, except such portions thereof as are hereinafter deleted,
30 modified, or amended. This code shall be designated as Article XIII Residential Building
31 Code of Chapter 36, known as the Land Development Code. One (1) copy of said code is
32
33

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 https://library.municode.com/mo/springfield/codes/code_of_ordinances 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 m²) 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 m²) 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- FACTOR ^b	0.30
SKYLIGHT ^b U- FACTOR	Not Required
GLAZED FENESTRATION SHGC ^{b, e}	0.40
CEILING R-VALUE	38
WOOD FRAME WALL R-VALUE	13
MASS WALL R- VALUE ⁱ	Not Required
FLOOR R-VALUE	Not Required
BASEMENT ^c WALL R- VALUE	Not Required
SLAB ^d R-VALUE & DEPTH	Not Required
CRAWL SPACE ^c R- VALUE	Not Required

**TABLE N1102.1.4 (R402.1.4)
EQUIVALENT U-FACTORS**

FENESTRATION U- FACTOR	0.30
SKYLIGHT U- FACTOR	Not Required
CEILING U-FACTOR	0.030
FRAME WALL U- FACTOR	0.084
MASS WALL U- FACTOR ^b	Not Required
FLOOR U-FACTOR	Not Required
BASEMENT WALL U- FACTOR	Not Required
CRAWL SPACE U- FACTOR	Not 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, recreation 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.

770
771 Appendix A: Sizing and Capacities of Gas Piping
772 Appendix B: Sizing of Venting Systems Serving Appliances Equipped with Draft
773 Hoods, Category-I Appliances, and Appliances Listed for use with
774 Type B Vents
775 Appendix C: Exit Terminals of Mechanical Draft and Direct-Vent Venting
776 Systems
777 Appendix D: Recommended Procedure for Safety Inspection of an Existing
778 Appliance Installation
779 Appendix G: Piping Standards for Various Applications
780 Appendix I: Private Sewage Disposal
781 Appendix J: Existing Buildings and Structures
782 Appendix P: Sizing of Water Piping System
783 Appendix Q: Tiny Houses
784

785 Sec. 36-1304. – Penalty clause.
786

787 Any person convicted of: violating this article; failing to comply with any order
788 issued under it; or, erecting, constructing, altering, or repairing a building, structure, or
789 system in violation of an approved plan or directive of the code official or of a permit or
790 certificate issued under these codes shall be punished as provided in section 1-7 of the
791 City Code. A fine must be at least \$200.00 for the first offense, \$400.00 for the second
792 offense, and \$500.00 for every offense thereafter. Notice under section 36-166 is not
793 necessary to prosecute a violation of any provision of this article or these codes, unless
794 the violation involves failure to comply with an order. Each day a violation continues is a
795 separate offense.
796

797 Section 2 – Effective July 1, 2021, Springfield City Code, Chapter 36, Article XIII,
798 'Residential Building Code,' Section 36-1302, 'Deletions, modifications, amendments,
799 and additions,' Section N1102 (R402) 'Building Thermal Envelope' is repealed in its
800 entirety and a new Section N1102 (R402) is enacted in lieu thereof, to read as follows:
801

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- FACTOR ^b	0.35
SKYLIGHT ^b U- FACTOR	0.55
GLAZED FENESTRATION SHGC ^{b, e}	0.40
CEILING R-VALUE	49
WOOD FRAME WALL R-VALUE	20 or 13+5 ^h
MASS WALL R- VALUE ⁱ	8/13
FLOOR R-VALUE	Not Required
BASEMENT ^c WALL R- VALUE	10/13 ^f
SLAB ^d R-VALUE & DEPTH	10, 2 ft
CRAWL SPACE ^c R- VALUE	10/13

TABLE N1102.1.4 (R402.1.4)
EQUIVALENT U-FACTORS

FENESTRATION U- FACTOR	0.35
SKYLIGHT U- FACTOR	0.55
CEILING U-FACTOR	0.026
FRAME WALL U- FACTOR	0.057
MASS WALL U- FACTOR ^b	0.098
FLOOR U-FACTOR	Not Required
BASEMENT WALL U- FACTOR	0.059
CRAWL SPACE U- 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.)

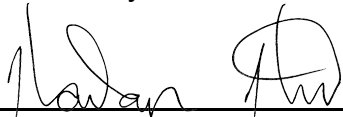
BACKGROUND AND REMARKS: The current residential code enforced by the City is the 2012 International Residential Code. By adopting the 2018 International Residential Code, the City will be adopting the most up-to-date, nationally-recognized, residential code ("IRC"). The provisions contained within this 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

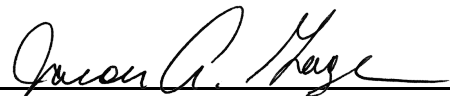
Policies Committee, the Ordinance would also declare the intent of the current City Council to adopt the 2018 or 2021 International Residential Code to take effect on July 1, 2022, and instruct staff to solicit input from stakeholders about whether minor amendments to the 2018 or 2021 Code should be 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 95th 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.)

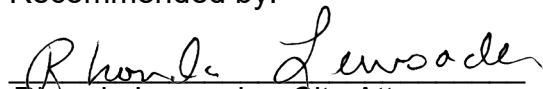
BACKGROUND INFORMATION: The "Property Assessment Clean Energy Act" (the "PACE Act") is authorized by RSMo. Sections §67.2800 to §67.2835, inclusive. On or about July 13, 2015, City Council voted to join and participate in a PACE clean energy development board named the Missouri Clean Energy District ("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

Exhibit A

**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. 3rd 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.

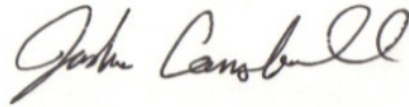
7.3 Contracts. The Board may authorize any officer or officers, or agent or agents, to enter into any contract or execute and deliver any instrument or document for, and in the name of, the District, and such authority may be general or confined to specific instances.

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. 5 _____
Filed: _____

Sponsored by: Council

COUNCIL BILL 2019-263 RESOLUTION _____

A RESOLUTION

1 DECLARING the results of a Special Municipal Election held on November 5, 2019,
2 under the Home Rule Charter of the City of Springfield, Missouri.
3 _____
4

5 WHEREAS, on the 5th day of November 2019, a Special Municipal Election was
6 held in the City of Springfield, Missouri; and
7

8 WHEREAS, the official returns of said election have been certified to City Council
9 by the Greene County Verification Board, said certification being attached hereto as
10 "Exhibit A;" and
11

12 WHEREAS, the City Council desires to declare the results of said election.
13

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

17 Section 1 – The election heretofore referred to has been found to have been held
18 in all respects as required by the laws of the State of Missouri and the City of
19 Springfield, at designated voting places, that all qualified electors of the City of
20 Springfield and no others were permitted to vote, and that the results of the elections
21 are found and declared to be as follows:
22

23 City of Springfield
24 Question 1
25

26 Shall the City of Springfield, Missouri, continue to impose a sales tax of one-
27 eighth of one percent (1/8 cent) for transportation purposes to fund high-
28 priority transportation improvements, with the tax to sunset in twenty years?
29

30 (Note: There will be no increase in the current sales tax level if the one-
31 eighth of one percent transportation sales tax is continued.)
32

33 YES 7,752 NO 1,930
34

35 Question 2

36
37 Shall the City of Springfield, Missouri, continue collecting the pension sales
38 tax imposed at the rate of three-quarters of one percent (3/4-cent) for the
39 sole purpose of providing revenues for the Springfield Police Officers' and
40 Fire Fighters' pension system, with said tax to sunset upon the earlier of (A)
41 five (5) years from the date of the commencement of collection of the
42 renewed pension sales tax, or (B) the Pension System fund reaching a fully-
43 funded (100%) status as determined by an independent actuarial study
44 conducted for the pension system Board of Trustees?
45

46 (Note: There will be no increase in the current sales tax level if the three-
47 quarters of one percent sales tax is continued.)
48

49 YES 7,535 NO 2,148

50 Section 2 – It is accordingly found and declared that the City of Springfield shall
51 continue to impose a sales tax of one-eighth of one percent (1/8 cent) for transportation
52 purposes to fund high-priority transportation improvements, with the tax to sunset in
53 twenty years.
54

55 Section 3 – It is further found and declared that the City of Springfield shall
56 continue collecting the pension sales tax imposed at the rate of three-quarters of one
57 percent (3/4-cent) for the sole purpose of providing revenues for the Springfield Police
58 Officers' and Fire Fighters' pension system, with said tax to sunset upon the earlier of
59 (A) five (5) years from the date of the commencement of collection of the renewed
60 pension sales tax, or (B) the Pension System fund reaching a fully-funded (100%)
61 status as determined by an independent actuarial study conducted for the pension
62 system Board of Trustees.
63

64 Section 4 – This Resolution shall be in effect immediately upon adoption.
65

66 Passed at meeting: _____
67

68 _____
69 Mayor
70

71 Attest: _____, City Clerk
72

73 Filed as Resolution: _____
74

75 Approved as to form: Rhonda Lewsader, City Attorney
76

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

EXPLANATION TO COUNCIL BILL 2019-263

FILED: 11-15-19

ORIGINATING DEPARTMENT: City Clerk's Office

PURPOSE: To declare the results of a Special Municipal Election held on November 5, 2019, under the Home Rule Charter of the City of Springfield, Missouri.

BACKGROUND INFORMATION:

The City of Springfield held an election on Tuesday, November 5, 2019 on the questions of: (1) whether to continue to impose a sales tax of one-eighth of one percent (1/8 cent) for transportation purposes to fund high-priority transportation improvements, with the tax to sunset in twenty years, and (2) whether to continue collecting the pension sales tax imposed at the rate of three-quarters of one percent (3/4-cent) for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system.

A majority vote was received, and the one-eighth of one percent (1/8 cent) for transportation sales tax passed with the results as follows:

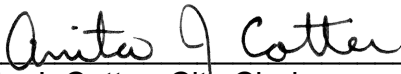
YES	7,752 to continue the tax
NO	1,930 not to continue the tax

A majority vote was received, and the pension sales tax passed with the results as follows:

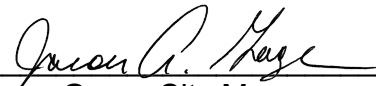
YES	7,535 to continue the tax
NO	2,148 not to continue the tax

Submitted by:

Approved by:



Anita J. Cotter, City Clerk



Jason Gage, City Manager

November 5, 2019 Election

We, the undersigned representatives of opposite political parties, hereby certify that on the 5th day of November, 2019 we did tabulate all returns of the General Municipal Election held at the various voting locations within said county between the hours of 6:00 a.m. and 7:00 p.m., the following being a true and accurate account of the vote at said polling places, as well as the absentee ballots, and as certified by the verification board as provided in 115.507, RSMo.

City of Springfield

QUESTION 1

Shall the City of Springfield, Missouri, continue to impose a sales tax of one-eighth of one percent (1/8 cent) for transportation purposes to fund high-priority transportation improvements, with the tax to sunset in twenty years?

(Note: There will be no increase in the current sales tax level if the one-eighth of one percent transportation sales tax is continued.)

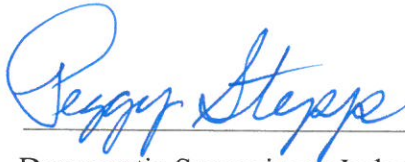
YES	7,752
NO	1,930

QUESTION 2

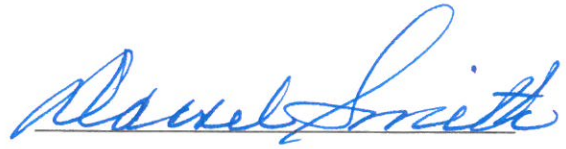
Shall the City of Springfield, Missouri, continue collecting the pension sales tax imposed at the rate of three-quarters of one percent (3/4-cent) for the sole purpose of providing revenues for the Springfield Police Officers' and Fire Fighters' pension system, with said tax to sunset upon the earlier of (A) five (5) years from the date of the commencement of collection of the renewed pension sales tax, or (B) the Pension System fund reaching a fully-funded (100%) status as determined by an independent actuarial study conducted for the pension system Board of Trustees?

(Note: There will be no increase in the current sales tax level if the three-quarters of one percent sales tax is continued.)

YES	7,535
NO	2,148



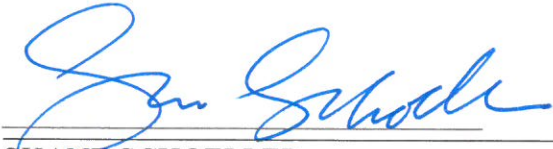
Democratic Supervisory Judge



Republican Supervisory Judge

STATE OF MISSOURI)
) ss.
COUNTY OF GREENE)

IN TESTIMONY WHEREOF, I, Shane Schoeller, County Clerk, hereunto set my hand and affix the Seal of the County of Greene, at my office in Springfield, Missouri, this 15th day November, 2019.



SHANE SCHOELLER
COUNTY CLERK

One-rdg. X
P. Hrings.
Pgs. 12
Filed: 11-12-19

Sponsored by: McGull

COUNCIL BILL 2019- 264 RESOLUTION

RESOLUTION

1 DECLARING the intent of the City of Springfield, to annex 6.3 acres of private property
2 and 1.5 acres of Missouri Department of Transportation right-of-way
3 generally located at 3615 North State Highway H/Glenstone Avenue.
4 (Staff recommends approval.)
5
6

7 WHEREAS, the owners of the private property generally located at 3615 and
8 3697 North State Highway H/Glenstone Avenue and 1541 East Valley Water Mill Road
9 have requested annexation into the City of Springfield; and
10

11 WHEREAS, the public right-of-way is currently a Missouri Department of
12 Transportation ("MoDOT") maintained roadway named State Highway H; and
13

14 WHEREAS, the property is within the Urban Service Boundary and is
15 immediately adjacent to the City of Springfield with the annexation of MoDOT right-of-
16 way; and
17

18 WHEREAS, the owners of all fee interests of record in all tracts of real property
19 located within the area to be annexed, as described in "Exhibit A," have petitioned for
20 annexation into the City.
21

22 NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF
23 SPRINGFIELD, MISSOURI, as follows, that:
24

25 Section 1 – City Council hereby declares its intention to annex 6.3 acres of
26 private property and 1.5 acres of MoDOT right-of-way, generally located at 3615 and
27 3697 North State Highway H/Glenstone Avenue and 1541 East Valley Water Mill Road,
28 and more completely described in "Exhibit A," which is attached hereto and incorporated
29 herein by this reference, into the City of Springfield.
30

31 Section 2 – The City Manager, or designee, is hereby authorized to do all things
32 necessary and convenient to carry out the intent of this Resolution.
33

34 Section 3 – This Resolution shall be in effect immediately upon adoption.
35

36 Passed at meeting: _____

37

38

39

40

41

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43

44

45

46

47

48

49

Mayor

Attest: _____, City Clerk

Filed as Resolution: _____

Approved as to form: Achalot, Widen, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-264

FILED: 11-12-19

ORIGINATING DEPARTMENT: Planning and Development

PURPOSE: Declaring the intent of the City of Springfield, to annex 6.3 acres of private property and 1.5 acres of Missouri Department of Transportation right-of-way generally located at 3615 North State Highway H/Glenstone Avenue into the City of Springfield. (Staff recommends approval.)

BACKGROUND INFORMATION:

The owners of the private properties generally located at 3615 and 3697 North State Highway H/Glenstone Avenue and 1541 East Valley Water Mill Road are requesting annexation into the City of Springfield (See "Exhibit B," Location Sketch). The public right-of-way is currently a Missouri Department of Transportation ("MoDOT") maintained roadway named State Highway H; however, when annexed it will be referenced as Glenstone Avenue. The owner(s) of the property have signed a petition to request annexation into the City of Springfield (See "Exhibit C," Annexation Petition). The property is within the City of Springfield's Urban Service Boundary and will be immediately adjacent to the City of Springfield with the annexation of the MoDOT right-of-way. The owner is proposing to annex and rezone to allow for the development of the property into retail uses.

This Resolution only initiates the proposed annexation and does not annex the property. The properties are currently zoned Greene County C-2, General Commercial District and R-1, Suburban Residence District. The owner is requesting that the properties be rezoned to a GR, General Retail District with a Conditional Overlay District which will be concurrently reviewed with the annexation public hearing in January. City Council is required to hold a public hearing before the proposed annexation can be approved (see "Exhibit D," Annexation Schedule).

If this request is approved, staff will submit a Council Bill for a public hearing to consider annexation of this property.

REMARKS:

Staff recommends approval to initiate the annexation based on the following:

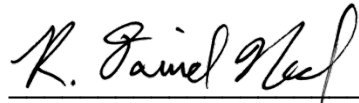
1. The area to be annexed is contiguous to the City of Springfield and within the Urban Service Area. See "Exhibit B" for the location of the private property to be annexed.
2. The *Growth Management and Land Use Plan* of the *Comprehensive Plan* supports the annexation.

3. The property owner has petitioned the City for annexation.
4. All City services can be provided to the property.
5. The City will receive sales and property tax revenue once annexed.

RECOMMENDATIONS:

Staff recommends the initiation of the annexation of the subject property.

Submitted by:



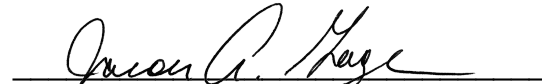
Daniel Neal, Senior Planner

Reviewed by:



Mary Lilly Smith, Director

Approved by:



Jason Gage, City Manager

EXHIBITS:

- Exhibit A, Legal Description
- Exhibit B, Location Map
- Exhibit C, Annexation Petition
- Exhibit D, Annexation Schedule

Exhibit A

LEGAL DESCRIPTION

ALL OF THE SOUTH 125½ FEET OF THE NORTH 200 FEET OF : BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 6, TOWNSHIP 29, RANGE 21; THENCE NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH 600 FEET; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE EAST 30 FEET, ALL IN GREENE COUNTY, MISSOURI.

AND

ALL OF THE NORTH 74½ FEET OF: BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); RUNNING, THENCE NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH SIX HUNDRED (600) FEET; THENCE EAST TO THE BEGINNING, EXCEPT ANY PART USED FOR ROADS, ALL IN GREENE COUNTY, MISSOURI.

AND

ALL BEGINNING THIRTY (30) FEET WEST AND 741.5 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST ONE-HALF (W½) OF LOT FIVE (5) OF THE NORTHEAST QUARTER (NE¼) OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE WEST 405.6 FEET; THENCE NORTH ONE HUNDRED THIRTY-THREE (133) FEET; THENCE EAST 405.6 FEET; THENCE SOUTH ONE HUNDRED THIRTY-THREE (133) FEET TO BEGINNING, ALL IN GREENE COUNTY, MISSOURI.

TRACT 2:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF LOT 5 OF THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29) OF RANGE TWENTY-ONE (21), RUNNING NORTH 600 FEET; THENCE WEST 435.6 FEET; THENCE SOUTH 600 FEET; THENCE EAST TO THE POINT OF BEGINNING, EXCEPT THE NORTH 200 FEET THEREOF; AND EXCEPT ANY PART THEREOF USED FOR ROAD PURPOSES; AND ALSO EXCEPT THE EAST 174.25 FEET THEREOF IN GREENE COUNTY, MISSOURI.

TRACT 3:

BEGINNING AT THE SOUTHEAST CORNER OF THE WEST HALF OF LOT FIVE (5) OF THE NORTHEAST QUARTER OF SECTION SIX (6), TOWNSHIP TWENTY-NINE (29), RANGE TWENTY-ONE (21); THENCE RUNNING NORTH 400 FEET; THENCE WEST 174.24 FEET; THENCE SOUTH 400 FEET; THENCE EAST 174.24 FEET TO THE POINT OF BEGINNING, EXCEPT ANY PART THEREOF USED FOR ROAD PURPOSES, ALL IN GREENE COUNTY, MISSOURI.

DESCRIPTION OF RIGHT-OF-WAY FOR ANNEXATION

THAT CERTAIN AREA BEING PART OF THE EXISTING RIGHT-OF-WAY OF STATE HIGHWAY "H" AND PART OF THE EXISTING RIGHT-OF-WAY OF VALLEY WATER MILL ROAD, ALL BEING LOCATED IN THE FRACTIONAL NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 29 NORTH, RANGE 21 WEST, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT AN EXISTING RAILROAD SPIKE AT THE SOUTHEAST CORNER OF THE FRACTIONAL NORTHWEST 1/4 OF LOT 5 OF SAID SECTION 6;

THENCE, S55°22'22"E, A DISTANCE OF 65.54 FEET TO THE POINT OF BEGINNING;

THENCE, N88°08'12"W, ALONG THE PROJECTED SOUTH RIGHT-OF-WAY LINE OF AFORESAID VALLEY WATER MILL ROAD, A DISTANCE OF 491.47 FEET;

THENCE, N02°15'04"E, A DISTANCE OF 65.56 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF SAID VALLEY WATER MILL ROAD;

THENCE, ALONG SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING TWO (2) DESCRIBED COURSES:

THENCE, N88°59'18"E, A DISTANCE OF 286.61 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT;

THENCE, N73°29'16"E, A DISTANCE OF 79.16 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF AFORESAID STATE HIGHWAY "H";

THENCE, ALONG SAID WEST RIGHT-OF-WAY LINE FOR THE THREE (3) DESCRIBED COURSES:

THENCE, N16°52'45"E, A DISTANCE OF 96.88 FEET TO AN EXISTING HIGHWAY RIGHT-OF-WAY MONUMENT;

THENCE, N01°56'29"E, A DISTANCE OF 56.47 FEET TO AN EXISTING COTTON SPINDLE;

THENCE, N08°03'05"E, A DISTANCE OF 71.51 FEET;

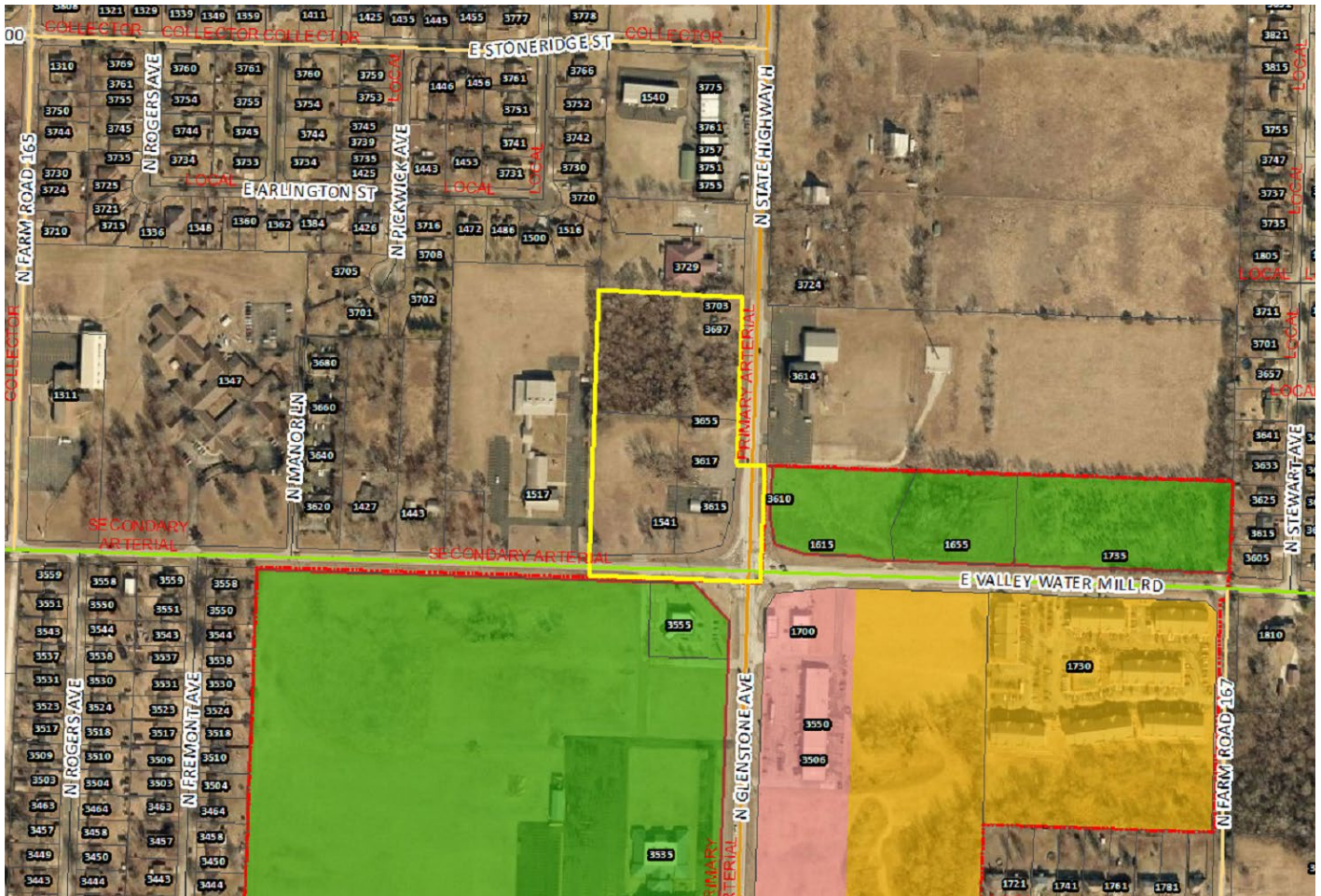
THENCE, S87°46'42"E, A DISTANCE OF 97.54 FEET TO A POINT ON THE EAST LINE OF SAID STATE HIGHWAY "H";

THENCE, S01°59'56"W, ALONG THE PROJECTED EAST RIGHT-OF-WAY LINE, A DISTANCE OF 325.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 65,491 SQUARE FEET, 1.5 ACRES, MORE OR LESS.



Exhibit B



LOCATION:

LOCATION:	3615 N. State Highway H/Glenstone Avenue
CURRENT ZONE:	County C-2, General Commercial District and R-1, Suburban Residence District
PROPOSED ZONE:	GR, General Retail District
CASE NUMBER:	A-2-19

Exhibit C



Voluntary Annexation Application

E-PLANS INSTRUCTIONS

PLEASE FOLLOW STEPS 1 & 2 BEFORE SUBMITTING THIS APPLICATION

1. Pre-apply and, if needed, pay your processing fees online at this [LINK](#)
2. Wait for a "pre-screen complete" e-mail from the City of Springfield with instructions for e-plans review process.
3. Complete this application and upload a digital (pdf) copy through e-plans.

Office Use Only

Case No.	
Date Filed	
Received By	
Receipt No.	

Fee Amount Paid? \$ _____

*See Fee Schedule

Date of application: _____

Property Location: 3615 N State Highway H

Property Owner's Information (full name(s) of all legal property owners listed on deed):

Name of current property owner(s): James Peacock

If corporation, Corporate Official: _____

Mailing Address: 20019 Painting Nature Lane, Tamps, FL Zip Code: 33647

Telephone: _____ E-mail: _____

PROPERTY OWNER'S SIGNATURE: _____

(if corporation, need signature of one official)

Contact Person Handling Application:

Name(s): Michael White

If corporation: Corporate Official: _____

Mailing Address: 222 Old Town Road, Billings, MO Zip Code: 65610

Telephone: 417.732.0005 E-mail: mwhite@whitelandsurvey.com

Current Use of the Property: Greenhouse / vacant

Current County Zoning: R-1

Proposed City Zoning: C-2

LAND DESCRIPTION (attach legal description of property and label as Exhibit A):

PETITION

TO: THE CITY OF SPRINGFIELD, MISSOURI, A MUNICIPAL CORPORATION

We, the undersigned petitioner(s), submit to the City Council of the City of Springfield, Missouri as follows:

- 1) The undersigned are the fee and simple owner(s) of record of the real estate in Greene County, Missouri more fully described in Exhibit A, and
- 2) The request and petition to the City of Springfield, Missouri to annex the land described in Exhibit A is not now a part of any corporate limits of any incorporated City, and
- 3) The land described in Exhibit A is contiguous to the existing corporate limits of the City of Springfield, Missouri, and
- 4) The request and petition is voluntarily made and is submitted under the provisions of Section 71.012RSMo. 1986, as amended (Voluntary Annexation).

SIGNED: _____

SIGNED: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

MARRIED PERSON'S ACKNOWLEDGEMENT

On this _____ day of _____, 20____, before me, a Notary Public in and for said state, personally appeared _____, and _____ to me known to be the persons described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be married.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: _____

Print Name: _____

STATE OF MISSOURI
COUNTY OF GREENE SS.

ACKNOWLEDGEMENT OF CORPORATE OFFICIAL

On this ____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn did say that he/she is the _____ of _____, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the day and year first above written.

"Notary Seal"

Notary Public: _____

Print Name: _____

STATE OF ~~MISSOURI~~ Florida
COUNTY OF ~~GREENE~~ SS.
Hillsborough

UNMARRIED PERSON'S ACKNOWLEDGEMENT

On this 1st day of October, 2019, before me, a Notary Public in and for said state, personally appeared James Peacock, to me known to be the person described in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her free act and deed.

And the said person further declared himself/herself to be single and unmarried.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Tampa, Florida the day and year first above written.

Notary Public: Farrie Brown

Print Name: Farrie Brown



Exhibit D

ANNEXATION SCHEDULE
ANNEXATION A-2-19

ANNEXATION:

Initiate annexation	November 18, 2019
City Council public hearing	January 13, 2020
City Council second reading and vote	January 27, 2020

One-rdg. _____ X
P. Hmgs. _____
Pgs. 33
Filed 11-12-19

Sponsored by Ollis

COUNCIL BILL 2019- 265 RESOLUTION

A RESOLUTION

AUTHORIZING the City Manager, or his designee, to make application to the Ozark Transportation Organization for \$217,600 of federal grant funds administered by the Missouri Department of Transportation, through the Surface Transportation Block Grant program, for the purpose of funding the construction of the Fassnight Creek Greenway Trail, Clay Avenue to Brookside Drive.

WHEREAS, the City of Springfield has an opportunity to apply for a Surface Transportation Block Grant ("STBG") to fund 80% (\$217,600) of the cost of the Clay Avenue to Brookside Drive extension of the Fassnight Creek Greenway Trail; and

WHEREAS, if awarded, matching funds of 20% (\$54,400) of the cost will be provided from the 1/8-Cent Transportation Sales Tax Alternative Transportation Program.

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

Section 1 – The City Manager, or his designee, is hereby authorized to apply for a Surface Transportation Block Grant for the purpose of constructing the Clay Avenue to Brookside Drive extension of the Fassnight Creek Greenway Trail provided that any required grant agreement shall be submitted to the City Council for approval.

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

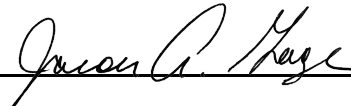
Passed at meeting:

Mayor

Attest: , City Clerk

Filed as Resolution

36 Approved as to form: , Assistant City Attorney
37

38
39 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-265

FILED: 11-12-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: To authorize the City Manager, or his designee, to make application to the Ozark Transportation Organization for \$217,600 of federal grant funds administered by the Missouri Department of Transportation, through the Surface Transportation Block Grant program, for the purpose of funding the construction of the Fassnight Creek Greenway Trail, Clay Avenue to Brookside Drive.

BACKGROUND INFORMATION: This project, with an estimated cost of \$272,000, will provide bicycle and pedestrian improvements and connectivity to the city's overall transportation network, enhancing walkability and quality of life for our citizens. It is also part of the Springfield Art Museum's Master Plan. A bridge will also be included in this project to get bicyclists and pedestrians over Fassnight Creek at the Art Museum to Brookside Drive.

The Fassnight Greenway Trail – Clay Avenue to Brookside Drive (Exhibit A), estimated at \$272,000, will provide a 10-foot shared use path and bridge structure from the existing trail terminus at Clay Avenue, through Phelps Grove Park and the Art Museum property to Brookside Drive. This project will result in a pedestrian/bicycle connection between Brookside Avenue, the Springfield Art Museum, Phelps Grove Park, Parkview High School and their athletic facilities, Fassnight Park and Springfield Skate Park. This grant could provide federal funding up to a maximum of \$217,600 (80%). If the federal grant funds are awarded and accepted, matching funds of \$54,400 (20%) will be provided by the 1/8-Cent Transportation Sales Tax Alternative Transportation Program and is already budgeted.

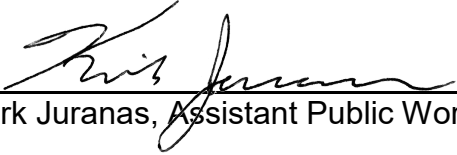
Supports the following City Council Priorities:

- Quality of Place
- Public Safety
- Economic Vitality
- Fiscal sustainability and Accountability

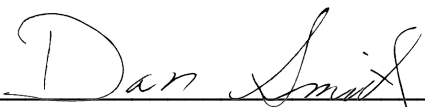
REMARKS: There is approximately \$1.6 million available for the 2019 Surface Transportation Block Grant ("STBG") program, as described in the attached Funding for Pedestrian and Bicycle Infrastructure and Safety Programs - Guidelines and Application ("Exhibit B"). The City of Springfield will be competing with other area municipalities and organizations within the Ozarks Transportation Organization boundaries for these funds, and the matching funds will be needed only for those projects awarded grants for STBG funds. If the federal grant funds are awarded, a future council bill will be required to accept, budget, and to enter into an agreement for the awarded federal funds. This grant will facilitate implementation of trails, by providing the necessary funding to accomplish the construction.

Public Works recommends approval of this Council resolution.

Submitted by:


Kirk Juranas, Assistant Public Works Director

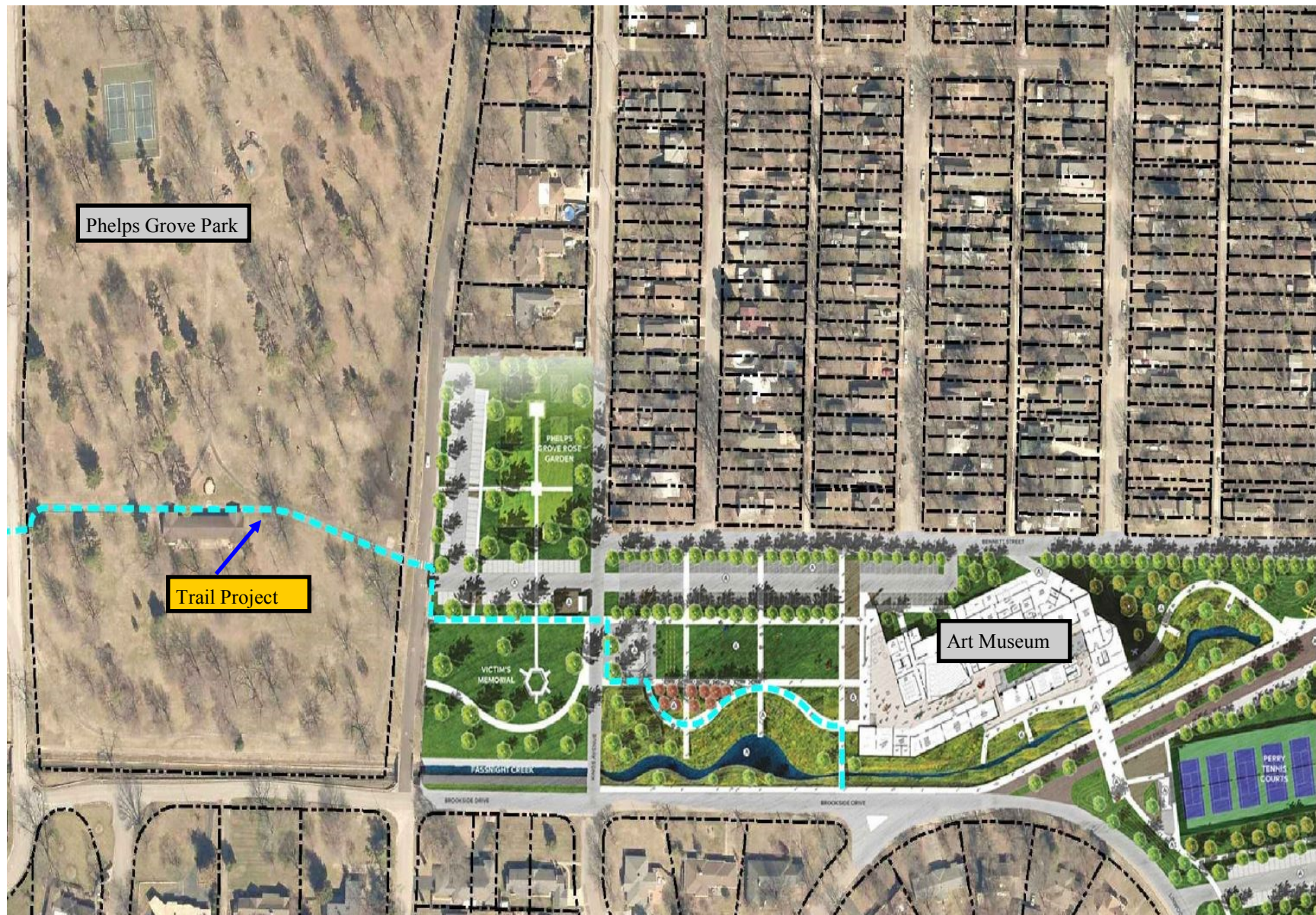
Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager

Exhibit A



Funding for Transportation Trails

FY 2019 Omnibus Appropriations

Guidelines and Application



Ozarks Transportation Organization

2208 W. Chesterfield Blvd., Suite 101

Springfield, MO 65807

(417) 865-3047

Fax (417) 862-6013



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Quick Facts

Available Funding

FY 2019	\$1,625,285
---------	--------------------

Eligibility Requirements

Projects: Construction, planning, and design of transportation-related bicycle and pedestrian off-road trails, and associated infrastructure; and regional trail planning services

Project Sponsors: Local governments; Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than an MPO or state agency) that the state determines to be eligible.

Timeline

The table below represents the latest possible timeline for trail construction project completion. Projects may proceed more quickly.

Applications Due	November 22, 2019
Award Notification post TIP Amendment	April 2020
Programming Data Form ¹	May 2020
Engineering Services Contract Approval ²	August 2020
Preliminary & Right-of-Way Plans Submittal	December 2020
Plans, Specifications, & Estimate (PS&E) Submittal	April 2021
Plans, Specifications, & Estimate (PS&E) Approval	June 2021
Construction Contract Award	August 2021
Final Project Closeout	Variable

Regional Trail Planning Service applications must have all funds obligated by August 2021

Project Selection

Selection criteria are drawn from the Vision, Goals, and Policies, and the *Bicycle and Pedestrian Facilities Map* outlined in *Transportation Plan 2040*. Criteria have also been drawn from the *Regional Bicycle and Pedestrian Trail Investment Study*, a recent effort to refine proposed trail alignments and develop cost estimates. The final selection criteria were cooperatively determined through the TAP Subcommittee.

Additional Information Available Through:

Andy Thomason
Ozarks Transportation Organization
2208 W Chesterfield Blvd., Suite 101
Springfield, MO 65807
(417) 865-3047 x 107
athomason@ozarkstransportation.org

Chad Zickefoose
MoDOT Southwest District
PO Box 868
3025 E. Kearney
Springfield, MO 65801
(417) 895-7638
Chad.Zickefoose@modot.mo.gov

NOTE: This application handbook is for use in applying for funds allocated to the Ozarks Transportation Organization for projects located within the OTO area (see page 4).

Application Deadline: 4 pm (CST), November 22, 2019



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Table of Contents

OTO Planning Area Map.....	4
Available Funding.....	5
FY 2019 Omnibus Appropriations	5
Funding Amounts	5
Reserved Funding	5
Eligibility Requirements	6
Eligible Projects	6
Project Award Size Restrictions	6
Eligible Project Sponsors	6
Match Requirements	6
Timelines	7
Application Process	7
Trail Construction Applications	7
Trail Planning Services Applications	8
Project Selection	9
Selection Committee	9
Evaluation Criteria	9
Important Notes on Project Selection	12
FAQs	13
Application Instructions	14
Section A: Project Sponsor	14
Section B: Project Partners	14
Section C: Basic Information	14
Section D: Project Location	15
Section E: Project Description	15
Section F: Connectivity	15
Section G: Public Outreach	15
Section H: Cost Estimates	16
Section I: Trail Planning Services	
Section J: Signatures	16
Submittal Instructions.....	17
Application Checklist.....	18
Funding Score Sheet	19
Application	20

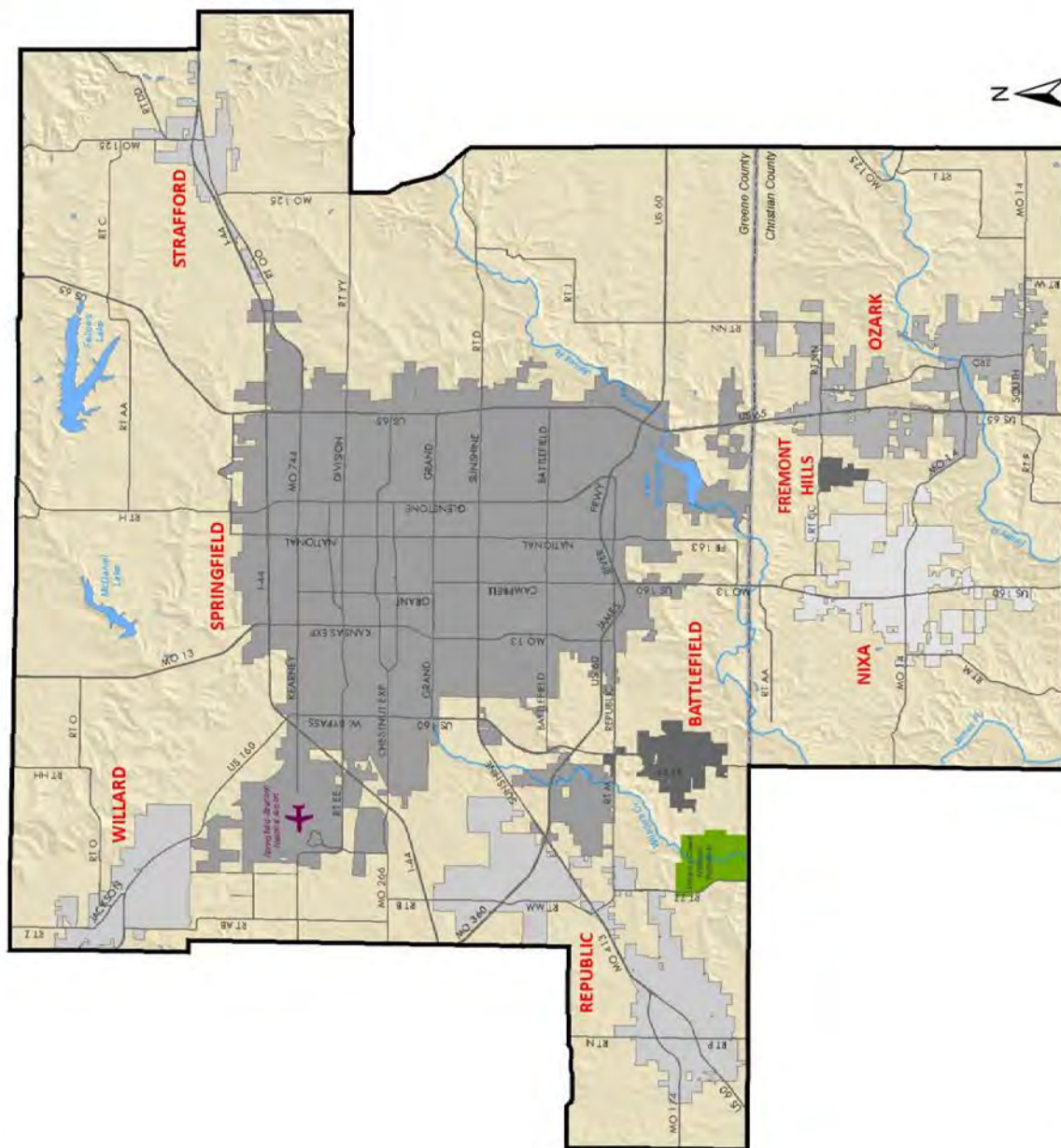


Legend

- Airport
- Major Road
- River
- Lake
- City Limits
- National Park
- OTO Study Area



DISCLAIMER
The Ozarks Transportation Organization is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), the Missouri Department of Transportation (MoDOT), or the Ozarks Transportation Organization. This map does not constitute a standard, specification, or regulation.





OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Available Funding

A single funding source is being made available during this call-for-projects.

FY 2019 Omnibus Appropriations

The FY 2019 Omnibus Appropriations Package included \$1.6 million in general fund dollars for highway funding in the OTO area. These funds were distributed to states by formula and are eligible for STP-BG eligible construction projects. The OTO Board of Directors voted on August 15, 2019 to put these funds towards transportation-related bicycle and pedestrian trails.

Funding Amounts

The table below outlines funding available by fiscal year.

FY 2019	\$1,625,285
---------	--------------------

All projected funding levels are subject to federal law and appropriations.

Reserved Funding

Some funding has been reserved for regional trail planning services. A minimum of \$100,000 will be available for projects focused on advancing the region's trail plans.

Regulations Associated with Available Funds

All aspects of projects (including right-of-way acquisition) paid for with federal funds are governed by the Local Public Agency Manual and Land Acquisition Manual for Right-of-Way published by MoDOT. These may be found at <https://www.modot.org/local-public-agency>



Eligibility Requirements

The Ozarks Transportation Organization has chosen to fund two types of STBG-eligible projects. OTO also has established minimum project award restrictions. Additionally, a project must be sponsored by an eligible government, or local entity. Finally, a project sponsor must contribute at least 20% of total project costs.

Eligible Projects

The following activities have been selected by OTO as eligible projects for this call-for-projects. These activities are directly related to the region's surface transportation system.

1. Construction, planning, and design of new off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation which provide a direct transportation purpose within $\frac{1}{4}$ mile of a corridor evaluated in the *Regional Bicycle and Pedestrian Trail Investment Study*. An off-road trail can be a wide multi-use paths that abuts a curb. Associated bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, and other safety-related infrastructure are also eligible.
2. Regional trail planning services, including the evaluation and refinement of trail alignments, landowner engagement, local government engagement, community education and outreach, and annual reporting of progress.

These funds cannot be used for (1) state or MPO administrative purposes, (2) general recreation and park facilities, playground equipment, sports fields, campgrounds, picnic areas and pavilions, etc, or (3) Routine maintenance and operations.

Project Award Size Restrictions

Projects requesting less than \$100,000 in federal funds will not be considered.

Eligible Project Sponsors

Eligible Project Sponsors include:

- Local governments
- Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than an MPO or state agency) that the state determines to be eligible

Project sponsors must adopt a resolution support the proposed project and its implementation should the project be funded.

Match Requirements

Project Sponsors must provide a local match of 20% of total project costs for a project to be eligible for funding. In most cases, this match must be a cash match. In-kind contributions in the form of construction labor by local forces are not eligible. Volunteer hours related to regional planning activities are eligible as in-kind match.

If an applicant chooses to provide a local match in excess of 20%, the OTO reserves the right to substitute federal funds for the pledged local match in excess of 20% if sufficient federal funds are available.



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Timelines

Projects funded through this call-for-projects must comply with application timeline outlined below. Trail Construction applications must comply with programming, design, and construction procedures outlined in the Trail Application section below. Below, these two procedures are outlined.

Application Process

August 29, 2019	Updated Application and Guidebook reviewed and approved by TAP Subcommittee
September 18, 2019	Application and Guidebook approved by OTO Technical Planning Committee
September 23, 2019	Application Posted
November 22, 2019	Application Deadline
December 2-6, 2019	TAP Selection Committee to select projects
January 15, 2020	TPC meeting to recommend TIP amendments for selected projects
February 20, 2020	Board of Directors meeting to approve TIP amendments for selected projects
March 2020	Programmed in TIP following TIP Amendment Approval by FHWA

TRAIL APPLICATIONS

Programming, Design, Construction Process

The time frames shown represent maximum expected times for implementation approvals and concurrences; schedules will vary depending on project type. Actual progress towards implementation will be measured against the schedule submitted by the entity.

Phase	Maximum Time Frame	Projected Schedule	Funds Obligated
1. Award Notification post TIP Amendment	0 Months	April 2020	No
2. Programming Data Form ¹	1 Months	May 2020	No
3. Engineering Services Contract Approval ²	4 Months	August 2020	Yes
4. Preliminary & Right-of-Way Plans Submittal	8 Months	December 2020	No
5. Plans, Specifications, & Estimate (PS&E) Submittal	12 Months	April 2021	No
6. Plans, Specifications, & Estimate (PS&E) Approval	14 Months	June 2021	Yes
7. Construction Contract Award	16 Months	August 2021	Obligation Can be Modified
8. Final Project Closeout ³	Variable	Variable	Obligation Can be Modified (as needed)

¹The completion of the Project Programming phase is defined by submitting the approved project's programming data form to MoDOT and the project receiving a federal project number from MoDOT.

²The evaluation of environmental and cultural impacts on the project must begin immediately after Preliminary Engineering (PE) authorization. The LPA must submit [Fig. 136.6.4 LPA Request for Environmental Review \(RER\)](#) to the MoDOT district contact within 60 days of preliminary engineering (PE) authorization for all federal-aid projects as discussed in [EPG 136.6 Environmental and Cultural Requirements](#).

³The time lapse between construction contract award and project closeout will depend on project type. Final certifications as discussed in [EPG 136.11 Local Public Agency Construction](#) must be submitted to the appropriate MoDOT district representative 60 days after final inspection.



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Reasonable Progress Requirements

This policy is to ensure the OTO is getting the maximum benefit of its federal transportation funds. Every project is required to progress according to the schedule shown on page 8. OTO has adopted a reasonable progress policy specific to TAP projects, which can be found here - <https://d1ieu1swajomgg.cloudfront.net/documents/Reasonable-Progress-BPFP.pdf>. The schedule listed on page 8 may be stricter than that found in the OTO Reasonable Progress Policy due to the special nature of the additional Omnibus funds.

It is not the responsibility of OTO or MoDOT to keep the entity informed as to the status of the project. The entity will keep the OTO and MoDOT informed as to any delays and/or unforeseen conditions that may hinder the project's progress. Failure to provide the required documentation will cause the project to be withdrawn and the funds redistributed at the discretion of the OTO. Federal regulations require the entity to repay any federal funds spent on a cancelled project. The project sponsor would be required to repay these funds prior to the programming of any future projects.

In addition, project sponsors failing to fulfill the obligations as stated in the contract agreement or showing reasonable progress for any project will not be allowed to request future project funds for a minimum period of one year, and then, only with the approval of MoDOT.

In the event that a project does not meet the required deadlines, funds will be suspended and awarded to another project with a different project sponsor.

TRAIL PLANNING APPLICATIONS

Programing and Contract Approval

Applicants for Trail Planning Services will be notified by April 2020. Applicants must have their final contracts approved by end of October 2020.

Phase	Maximum Time Frame	Latest Projected Schedule	Funds Obligated
1. Award Notification post TIP Amendment	0 Months	April 2020	No
9. Programming Data Form ¹	1 Months	May 2020	No
2. Trail Planning Services Contract Approval	6 Months	October 2020	Yes

¹The completion of the Project Programming phase is defined by submitting the approved project's programming data form to MoDOT and the project receiving a federal project number from MoDOT.

Annual Reports

Applicants for Trail Planning Services will be required to submit annual reports to the OTO Board of Directors detailing progress made towards the deliverables outlined in the recipient's application.



Project Selection

All project applications which are received by the application deadline will be considered for funding. The Ozarks Transportation Organization TAP Subcommittee will review and select projects in accordance with the evaluation criteria and funding guidelines for recommendation to the Technical Planning Committee and Board of Directors. The OTO Board of Directors will make the final project selection.

Selection Committee

The Enhancement Selection Committee shall be comprised of representatives from the following organizations/agencies:

- City of Battlefield Technical Committee Representative
- Citizen Representative from the OTO Bicycle and Pedestrian Advisory Committee
- Christian County Technical Committee Representative
- City Utilities Bicycle and Pedestrian Advisory Committee Representative
- Greene County Bicycle and Pedestrian Advisory Committee Representative
- Missouri State University Technical Committee Representative
- MoDOT Bicycle and Pedestrian Advisory Committee Representative
- City of Nixa Technical Committee Representative
- Ozark Greenways Bicycle and Pedestrian Advisory Committee Representative
- City of Ozark Technical Committee Representative
- City of Republic Technical Committee Representative
- City of Springfield Technical Committee Representative
- Representative from Springfield Public School District
- City of Strafford Technical Committee Representative
- City of Willard Technical Committee Representative

Evaluation Criteria

The evaluation criteria used in rating pedestrian and bicycle infrastructure and safety program funding applications drawn from several sources. Two important sources include *Transportation Plan 2040* and the *Regional Bicycle and Pedestrian Trail Investment Study*. These sources are outlined below.

Transportation Plan 2040

Evaluation criteria drawn from *Transportation Plan 2040*, the region's long-range transportation plan, are based on the plans goals, priorities and *Bicycle and Pedestrian Facilities Map*. The goals and priorities are outlined in the table on the next page.

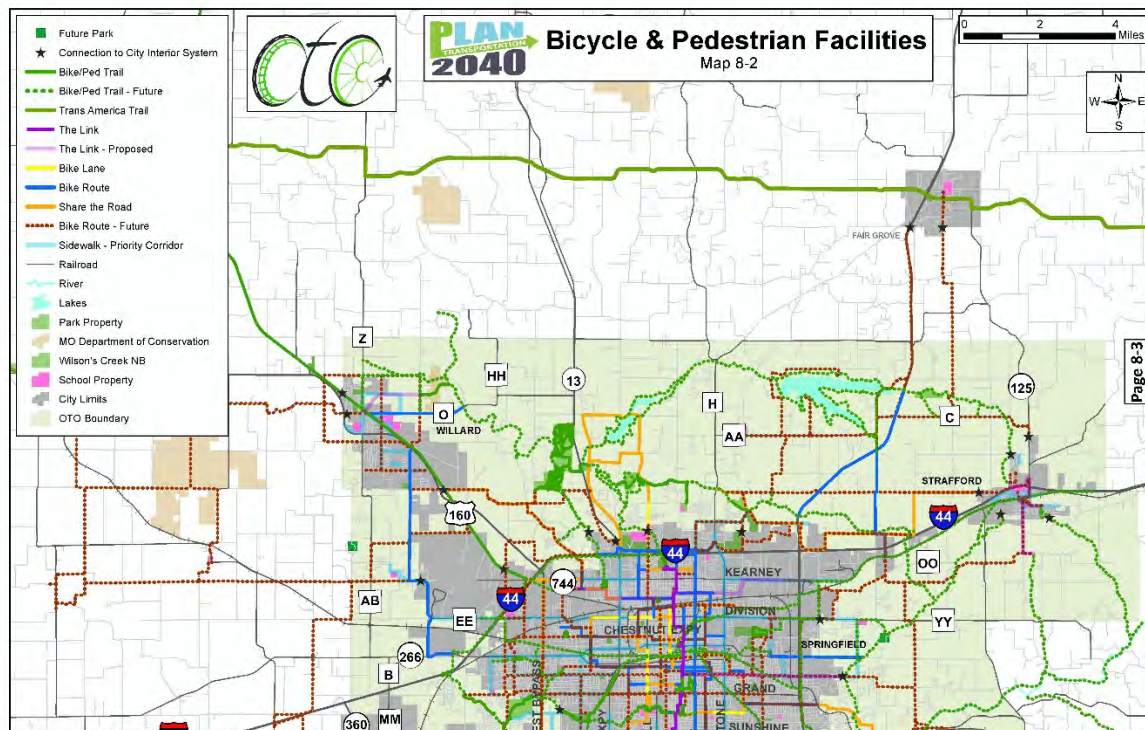


OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

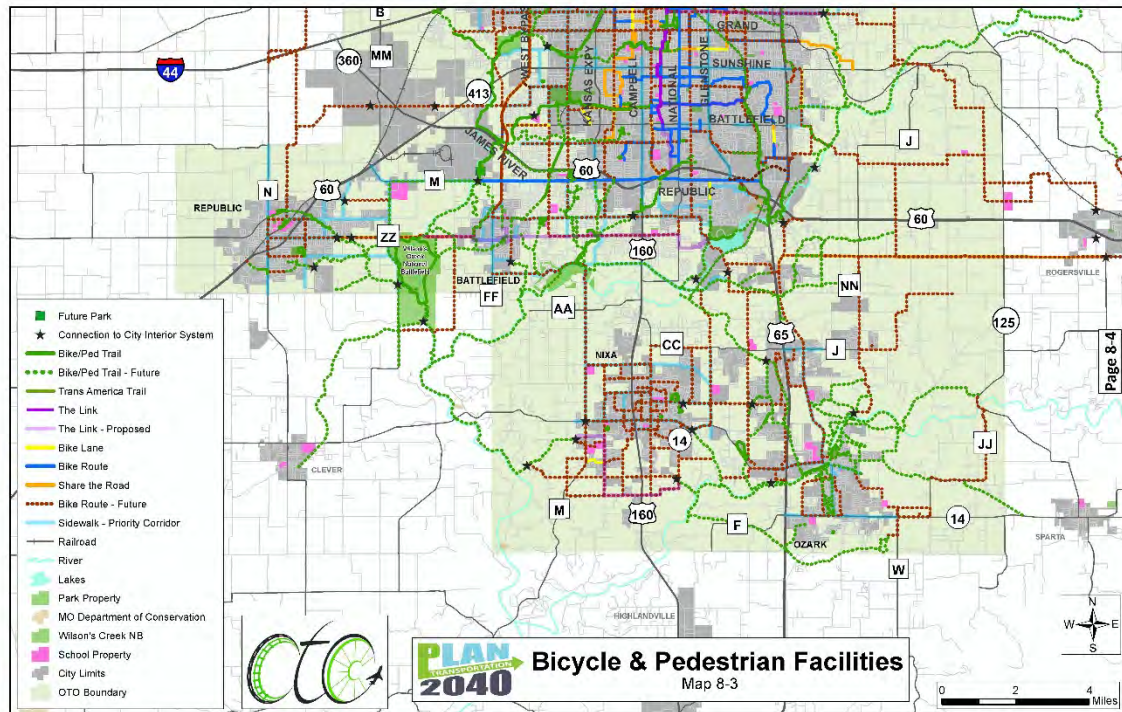
Transportation Plan 2040: Bicycle and Pedestrian Policy and Project Priorities	
Vision	
An excellent transportation system supporting the success of the OTO region.	
Goals (Applicable to TAP Program. Numbered as shown in Transportation Plan 2040)	Bicycle and Pedestrian Policy Priorities
2. Encourage productive land use through consistency between planned growth, economic development patterns and transportation improvements 3. Increase the safety and security of the transportation system for all users 4. Increase accessibility and mobility for all transportation modes 5. Improve connections within and between all modes of transportation 7. Preserve the existing transportation system and monitor system performance 12. Protect and enhance the environment when planning for transportation improvements	<u>Policy Priorities</u> • Emphasize projects that extend from communities and enhance the regional system • Trail Connection between Communities

The LRTP's *Bicycle and Pedestrian Facilities* maps contain a wide range of trails, bike lanes, bike routes, and other facilities that have been discussed over the last 15 or 20 years.



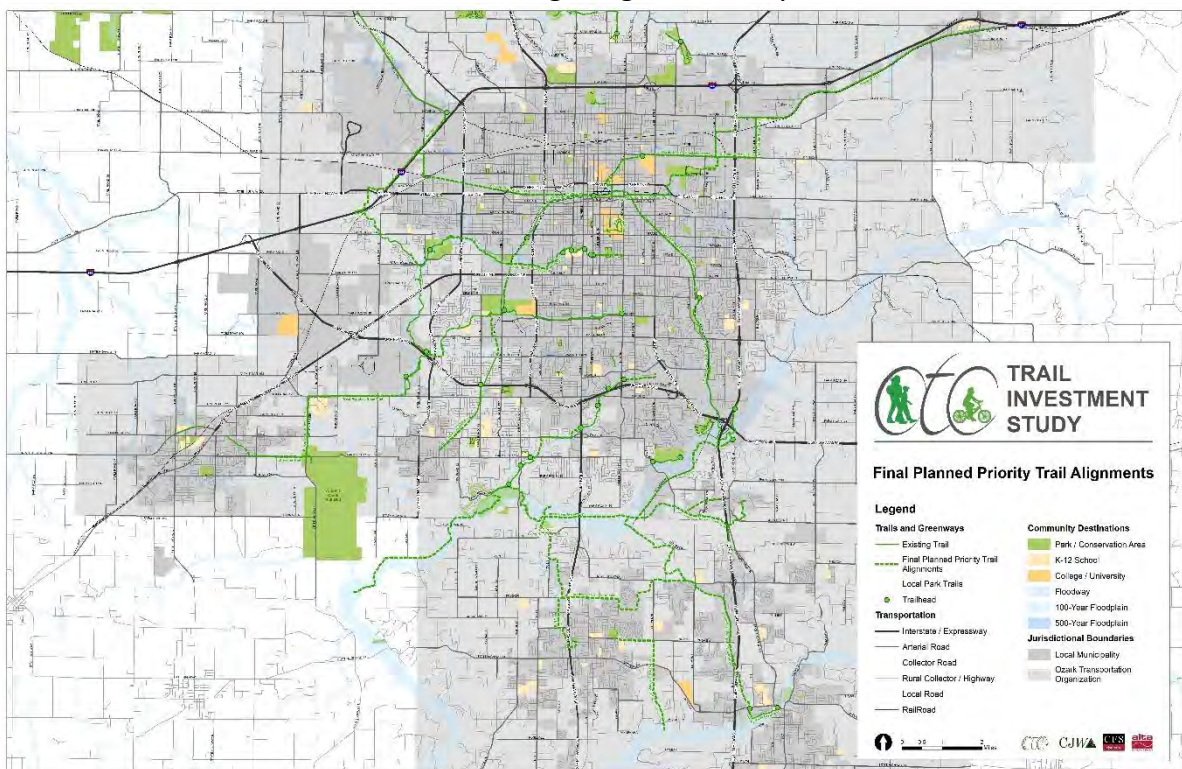


OZARKS TRANSPORTATION ORGANIZATION A METROPOLITAN PLANNING ORGANIZATION



Regional Bicycle and Pedestrian Trail Investment Study

The Regional Investment Study evaluates proposed alignments for trails that connect OTO's cities and counties. These trails are vital to creating a regional trail system.



The specific criteria that are used to evaluate projects may be found in the Score Sheet at the end of this document.



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Important Notes on Project Selection

If projects receive the same rating, the project will be awarded to the jurisdiction that has not had a project awarded in the most recent funding cycle.

Projects will not necessarily be funded in the order of their associated scores. Due to the availability of funds and the Ozarks Transportation Organization's desire to spend all the allocated funds, projects may be selected which will best obligate the funds available.

Projects which do not meet the intent of the Ozarks Transportation Organization to fund transportation-related bicycle and pedestrian off-road trails may not be funded.



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

FAQs

- **How will I receive the grant monies I am awarded?**
This program **reimburses** the project sponsor for costs incurred. It does not provide money up front.
- **What if my project goes over budget?**
The funds allocated to a project are fixed. The project sponsor is responsible for and must pay all costs incurred in excess of the funding allocated to the project; therefore, it is important to develop a good estimate for the project application.
- **Will my project have to go out for bid?**
The majority of projects will go through a competitive bid process for construction. In some cases, volunteers may do construction.
- **Are there specific rules I have to follow if I am awarded funding for my project?**
All projects (including right-of-way acquisition) are governed by the Local Public Agency Manual and Land Acquisition Manual for Right-of-Way published by MoDOT. These may be found at:
<https://www.modot.org/local-public-agency>
- **What happens after I find out my project is approved for funding?**
Once approved by the Ozarks Transportation Organization Board of Directors and placed in the Transportation Improvement Program, the agency managing the project must fill out a Project Programming Form and submit it to MoDOT. The programming form may be found at
http://epg.modot.org/files/3/36/136.3.1_Sept_2017.doc
- **When can I start construction on my project?**
No work may begin on the project until MoDOT and FHWA/FTA approves the project and a notice to proceed is issued. Costs incurred before a notice to proceed are not eligible for reimbursement.
- **Will I have to complete my project within a certain timeframe?**
All projects must comply with OTO's and MoDOT's Reasonable Progress Policies (see page 9). In the event a project is not progressing in accordance with the reasonable progress policy, the funds may be reallocated to the next highest rated project that has not yet received funding.
- **Will I have to maintain my project after it is built?**
All projects are required to have a project maintenance plan for a minimum of 25 years.



Application Instructions

In completing the responses to each Section, please refer to how the project addresses the relevant Evaluation Criteria listed on the Funding Score Sheet found on Page 17 of this application or page 9 of the Guidebook.

Section A Project Sponsor

It is important to accurately list the project sponsor's contact information so that they may be contacted with questions relating to the project proposal. Please include a resolution of support from the project sponsor.

Eligible Project Sponsors include:

- Local governments
- Regional transportation authorities
- Transit agencies
- Natural resource or public land agencies
- School districts, local education agencies, or schools
- Tribal governments
- Non-Profits in charge of local transportation safety programs
- Any other local or regional governmental entity with responsibility for oversight of transportation or recreational trails (other than an MPO or state agency) that the state determines to be eligible

Section B Source of Local Match

Please list all of the project partners contributing funding to this project including local, state, federal, and non-profit agencies. Points are earned for contributing in excess of the 20% match requirement. The following chart outlines how points are awarded.

Match Amount	Points Earned
25%-29.99%	3 points
30%-34.99%	4 points
35%+	5 points

For ROW value to be counted toward partnership points, it must have been acquired through the Federally approved process in the past 5 years.

(Applications for Trail Planning Services do not have to complete Sections C-H)

Section C Basic Information

Please list the information requested and answer all questions completely. Please note right-of-way must be able to be acquired by April 2021.

Five points will be awarded to projects with the right-of-way and temporary easements already acquired. If permanent and temporary property rights have only been acquired for a portion of the project, two points will be awarded. If the project sponsor has a written letter of intent to provide right-of-way, one point will be awarded. If there is no formal evidence of right-of-way acquisition, then no points will be awarded. Formal evidence of right-of-way acquisition



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

includes copies of recorded deed, lease, or easement documents. The table on the next page further highlights the scoring of this section.

Property Rights Acquired	Points Earned
No property acquired, or no documentation	0 points
Letters of Intent for permanent and temporary property rights	1 point
Permanent and Temporary Property Rights for a portion of the project	2 points
All Permanent and Temporary Property Rights	5 points

Section D Project Location

A general description of the project location is needed as well as photos and a project map, which shows the project's location in reference to specific roads, water features, and public buildings. Describe if and how this project connects two or more OTO jurisdictions. An example would be project along the length of Farm Road 182 between Battlefield and Republic.

A project will earn five points if it is located on one of the corridors evaluated in the *Regional Bicycle and Pedestrian Trail Investment Study* (https://d1ieu1swajomgq.cloudfront.net/documents/24x36_Alignments-2.pdf).

Section E Project Description

A project description should be attached to the project application with any supporting maps and photos. The project description should also include a detailed implementation schedule. Please include a landscaping drawing which shows the type and placement of street trees/other landscaping.

No points are awarded for this question.

Section F Connectivity

Please describe how this project builds connectivity within the region and the region's trail network. Also include information on how this project makes biking and walking for transportation more feasible.

A project can earn up to five points from this question, depending on the connections made and impediments addressed

Section G Public Outreach

Describe any methods the project sponsor has used to involve the public and how the sponsor has solicited public input. This involvement can range from a Facebook poll to a formally adopted plan with documented public involvement. Please provide documentation of your public outreach



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

A project can earn up to five points from this question, depending on level of involvement and the size of the community.

Section H Cost Estimates

In the cost estimate section of the application, several categories have been set up in which to enter information pertaining to the project. Most project costs will fall into these categories. Try to break down the project costs into the specific cost categories. For example, “\$80,000 for landscaping” without stating how much is for materials, labor, or equipment is not acceptable. If information submitted in a proposal is unclear, the application may not be scored correctly.

Break down the costs for each category in the appropriate columns according to who will pay for that portion – either the federal share (to be reimbursed), the sponsor (as non-federal match), or a third party donation (as non-federal match).

Attach one additional sheet that details the costs. On this sheet, also explain the total cost and percentage of project total for each project element, i.e. landscaping, sidewalk, stormwater, paving, lighting.

Remember the federal transportation funding is a reimbursement program, so the applicant must have funding available for the nonfederal match and the federal share. Be sure to indicate the specific source(s) for the applicant’s non-federal match. Non-federal match may come from private fund donations, city or county funds, force account, or in-kind services. Describe any additional funds available for use if the project cost exceeds those estimated in the general cost-estimate. The person who prepared the cost-estimate must sign in the space provided at the bottom of the page.

Section I Trail Planning Services *(Only required for Trail Planning Service applications)*

Please provide funding details and the term for the provision of the proposed services.

Please also describe how the trail planning services being proposed will benefit the OTO region. Pay particular attention to how your proposed services will:

- Evaluate and refine existing trail alignments
- Lead to positive relationships with landowners along the refined alignments
- Lead to increased engagement with the trail planning and design programs in local municipalities
- Increase community interest in trails, through presentations and distribution of printed materials

Section J Signature

All applications must be signed to be considered.



OZARKS TRANSPORTATION ORGANIZATION
A METROPOLITAN PLANNING ORGANIZATION

Submittal Instructions

Please submit one digital copy of the application, with all required maps, photos, and other supporting documentation, to Andy Thomason by 4 pm (CST), November 22, 2019

Please use the **Application Checklist** on page 18 to help ensure your application is complete.

Please submit application via:

Email	On Disk
AThomason@OzarksTransportation.org	Andy Thomason Ozarks Transportation Organization 2208 W Chesterfield Blvd., Suite 101 Springfield, MO 65807

If you have questions or difficulty submitting your project, please contact Andy Thomason at 417-865-3047 x107.

Application Deadline: 4 pm (CST), November 22, 2019



OZARKS TRANSPORTATION ORGANIZATION

A METROPOLITAN PLANNING ORGANIZATION

Application Checklist		
Included	Application Component	For More Information
General Project Requirements		
☐	Does the proposed project meet at least one category of eligible activities, as chosen by OTO?	Eligible Projects, page 6
☐	Is the project sponsor contributing at least 20% of total project costs?	Match Requirements, page 6
☐	Is the project sponsor an eligible sponsor?	Eligible Project Sponsors, page 6
☐	Is the proposed project compatible with the Ozarks Transportation Organization's Long Range Transportation Plan?	Evaluation Criteria, page 10
☐	Does the project meet minimum award size restrictions?	Project Award Size Restrictions, page 6
Trail Construction Application Requirements		
☐	Does the application include photos and maps of the project site?	Section D: Project Location, page 14 Section E: Project Description, page 15
☐	Does the project have a direct relationship to the Surface Transportation System?	Eligible Projects, page 6
☐	Does the proposed project involve activities that are over and above normal transportation practice and what is considered routine construction or maintenance?	Eligible Projects, page 6
☐	Does the application include a project implementation schedule?	Section E: Project Description, page 15
☐	Does the application include a landscaping drawing showing type and location of street trees/other landscaping?	Section E: Project Description, page 15
☐	Does the application include an adopted local resolution of support is required from the sponsoring agency?	Section A: Project Sponsor, page 14
☐	Is the application signed?	Section J: Signature, page 16
☐	Does the application include documentation of Right-of-Way acquisition (deed, lease, easement, letter of intent)?	Section C: Basic Information page 14
☐	Does the application include a clear breakdown of the project's budget?	Section H: Cost Estimates, page 15
Trail Planning Services Application Requirements		
☐	Does the application include a clear breakdown of the project's budget?	Section I: Trail Planning Services, page 16
☐	Does the application include the term of services and proposed project completion date?	Section I: Trail Planning Services, page 16
☐	Does the application address the four key questions concerning the benefits of the proposed services to the OTO?	Section I: Trail Planning Services, page 16



OZARKS TRANSPORTATION ORGANIZATION
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Funding Score Sheet

Type of Proposed Project	Relevant Section	Evaluation Criteria	Scoring Guide	Points Received
ALL	B	Project sponsors that provide a total local match that exceeds 25% of the project's total cost are awarded a minimum of three points. Any match that exceeds 30%, or 35%, qualifies for additional points.	> 25% match = 3 pts > 30% match = 4 pts > 35% match = 5 pts	
Trail Construction Applications	C	Points will be awarded based on the degree to which project right-of-way has been secured.	No documentation = 0 pts Letters of Intent = 1 pts Partial rights = 2 pts All necessary rights = 5 pts	
	D	A project will earn five points if it is located on one of the corridors evaluated in the <i>Regional Bicycle and Pedestrian Trail Investment Study</i> (RBPTIS)	In RBPTIS= 5pts	
	F	Points will be award to projects based on the types on connections made and the progress made towards creating a system that makes walking and bike more feasible. Connections could include neighborhood-to-neighborhood, neighborhood-to-commercial district, or connections to an existing trail or bus stop. Feasibility can be shown by highlighting obstacles or impediments the new connectivity overcomes. These could include major arterials, narrow streets, railroads, ADA-accessibility issues, or system gaps.	0-5 points, subjective	
	G	Points will be awarded based on the level of citizen participation. Participation can range from plan approval by city council to a Facebook poll to a community meeting or open house.	0-5 points, subjective	
Trail Planning Services Applications	H.1	Points will be awarded based on the likelihood the proposed strategy would result in appropriately refined alignments.	0-5 points, subjective	
	H.2	Points will be awarded based on the likelihood the proposed strategy would result in positive relationship with landowners along the refined alignments	0-5 points, subjective	
	H.3	Points will be awarded based on the likelihood the proposed strategy would result in improved trail design and more frequent trail construction.	0-5 points, subjective	
	H.4	Points will be awarded based on the likelihood the proposed strategy would result in increased community support for trails.	0-5 points, subjective	
TOTAL			25	



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Funding for Pedestrian and Bicycle Infrastructure and Safety Programs Application

Applications Due by 4pm on November 22, 2018

Please refer to the Application Guidelines when answering each question, addressing how each answer relates to the point system on the Funding Score Sheet.

Project Name: _____

Application Date: _____

A. PROJECT SPONSOR INFORMATION (page 14) *(Required of all applicants)*

First Sponsor Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Is the required resolution of support included for this project sponsor? ☐ Yes ☐ No

Second Sponsor Name: _____

Contact Person: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Is the required resolution of support included for this project sponsor? ☐ Yes ☐ No



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B. SOURCE OF LOCAL MATCH (5 points, page 14) *(Required of all applicants)*

List sources of matching funds for this project.

Source 1:	_____	\$ _____	_____ %
	Name	Amount Contributing	Percent of Total Cost
Source 2:	_____	\$ _____	_____ %
	Name	Amount Contributing	Percent of Total Cost
Source 3:	_____	\$ _____	_____ %
	Name	Amount Contributing	Percent of Total Cost
Source 4:	_____	\$ _____	_____ %
	Name	Amount Contributing	Percent of Total Cost
Total Local Match \$ _____			_____ %
			Percent of Total Cost

If an applicant chooses to provide a local match in excess of 20%, the OTO reserves the right to substitute federal funds for the pledged local match in excess of 20% if sufficient federal funds are available.

Applicants for Trail Planning Services Funding Skip to Section I

C. BASIC PROJECT INFORMATION (5 points, page 14)

Total Federal Funds Requested: \$ _____

Will the project be open to the public for at least 25 years? Yes _____ No _____

Will a fee be charged for public access? If yes, how much?

If yes, explain how the fees charged will be used. Yes _____ No _____

What governmental entity will be responsible for the short- and long-term project maintenance?

Identify all maintenance participation and the source of funds supporting long-term maintenance.

	YES	NO
Have ALL <u>permanent</u> and <u>construction</u> property rights needed for this project been acquired? <i>(Formal Documentation Required)</i>	☐	☐
Has a PORTION of the <u>permanent</u> and <u>construction</u> property rights needed for this project been acquired? <i>(Formal Documentation Required)</i>	☐	☐



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	YES	NO
Does the applicant possess (a) letter(s) of intent to provide <u>permanent</u> and <u>construction</u> property rights? (<i>Formal Documentation Required</i>)	☐	☐
Is the applicant willing to exercise condemnation authority to acquire provide <u>permanent</u> and <u>construction</u> property rights? (<i>Formal Documentation Required</i>)	☐	☐
Have utilities been cleared or considered for the project? (<i>Formal Documentation Required</i>)	☐	☐

Attach required supporting documentation to this application.

D. PROJECT LOCATION INFORMATION (5 points, page 15)

Where is the project located? Please indicate if the project will connect OTO jurisdictions.
(*Attach a map of the general area and photos.*)

	YES	NO
Is this project located along a corridor evaluated in the OTO's <i>Regional Bicycle and Pedestrian Trail Investment Study</i> (RBPTIS)?	☐	☐

Name of Corridor (*as referenced in RBPTIS*): _____

E. PROJECT DESCRIPTION (page 15)

Please provide a concise overview of the project. Please also provide detailed drawings of the project, including property lines, expected locations of easements, landscaping details, and typical cross sections.

Project Length: _____ Trail Width: _____ Trail Material: _____

Please attach a detailed project implementation schedule that shows how you will meet the timeline outlined in the Application Guidebook.



F. CONNECTIVITY (5 points, page 15)

Please describe how this project builds connectivity within the region and the region's trail network. Also include information on how this project makes biking and walking for transportation more feasible.

G. PUBLIC OUTREACH (5 points, page 15)

Describe any methods the project sponsor has used to involve the public and how the sponsor has solicited public input. This involvement can range from a Facebook poll to a formally adopted plan with documented public involvement.

Is the required documentation of public outreach included? ☐ Yes ☐ No

H. COST ESTIMATES (page 16)

List the cost of the applicant's project components in the table provided on the following page. Not all budget categories may apply to all projects. These funds can reimburse up to 80 percent of the total project cost. Non-federal matching funds may come from the applicant's resources or from a third-party donation to the applicant for cash, materials, or labor.

The minimum federal share request is \$100,000.

This project is phased: ☐ Yes ☐ No

This project represents Phase #_____ of _____

Other phases include:

Complete for the phase represented on this application only.

SOURCE(S) LOCAL FUNDS (*i.e. Partners, General Funds, Special Tax Revenues*):



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LIST OF ITEMS IN ORDER OF COMPLETION	FEDERAL SHARE REQUEST	NON-FEDERAL MATCH			TOTAL (ADD EACH ROW)
		Applicant Budget	Donation	Source	
1. Right-of-Way Acquisition	\$	\$	\$		\$
2. Design/Preliminary Engineering (Application through Bid Opening)	\$	\$	\$		\$
3. Utility Relocation	\$	\$	\$		\$
4. Materials	\$	\$	\$		\$
5. Labor/Construction	\$	\$	\$		\$
6. Construction Engineering (Only after Bid Opening)	\$	\$	\$		\$
7. Construction Contingency (No more than 10% of items 3-5 above)	\$	\$	\$		\$
8. Value of any land already acquired	\$	\$	\$		\$
TOTALS	\$	\$	\$		\$

Cost Estimate Prepared by:

Name

Agency/Firm

Date

(Tip: Add the rows across and then add the columns down. Both sums should be the same and equal the total project cost in the bottom right-hand corner of the grid.)

You must attach an additional sheet detailing the costs described above. Include with that detail, the total cost for each project element and the percentage of the total project cost for that element (i.e. landscaping, paving, sidewalks).

Describe all local groups/agencies identified to complete work as part of the applicant's plan.



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SECTION I (page 16) Trail Planning Services *(Only required for Trail Planning Service applications)*

Total Federal Funds Requested: \$ _____

Budget:

Line Item	FEDERAL SHARE REQUEST	NON-FEDERAL MATCH				TOTAL (ADD EACH ROW)
		Applicant Cash	Applicant In-Kind	Donation	Source	
Salary	\$	\$	\$	\$		\$
Fringe	\$	\$	\$	\$		\$

Term of Proposed Trail Planning Services: _____ year(s) _____ month(s)

Proposed Completion Date: ____/____/ 202__

Does this project include the required annual reports? ☐ Yes ☐ No

Please describe how the trail planning services being proposed will benefit the OTO region by answer the following questions:

Please describe your strategy for evaluating and refining existing trail alignments.

Please describe your strategy for engaging landowners along refined trail alignments.

Please describe your strategy for engaging with local municipalities during their respective trail design processes.

Please describe your strategy for increasing community interest in trails, through presentations and distribution of printed materials.



SECTION J (page 16) *(Required of all applicants)*

We, the Undersigned:

- *Hereby submit this project application to the Ozarks Transportation Organization (OTO) for approval of the project concept.*
- *Understand that the Funding for Pedestrian and Bicycle Infrastructure and Safety Programs Program is not a grant program, and that funds are administered by MoDOT.*
- *Understand that payments will be made by MoDOT as work progresses, and that no payments will be made until all local requirements have been met and proper documentation has been submitted to MoDOT.*
- *Hereby assure OTO and MoDOT that the required match will be available for all funded phases of this project at a time and through a process mutually agreed to by both MoDOT and the local government(s).*
- *Understand that the project costs in this proposal are preliminary estimates only, and that actual final costs may be more or less than those reflected herein. We understand that any variance in TAP funded projects will also affect the amount of the required local match and we are prepared to accommodate any additional local matching requirements.*
- *Hereby assure MoDOT that the local government(s) will maintain (or cause to be maintained) this project in a way and for a period of time mutually agreed to by all parties. We further understand that there will be a formal written agreement between the Missouri Highway and Transportation Commission (MHTC) and the local government(s) prior to project implementation.*
- *By signing this application, the organization (local government, school district, or other eligible entity) agrees to assume all responsibility for all environmental and cultural resource impacts that this project may have and understands that this program is subject to availability and eligibility of federal funding.*

Name

Title

Date



OZARKS TRANSPORTATION ORGANIZATION

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Application Checklist		
Included	Application Component	For More Information
General Project Requirements		
☐	Does the proposed project meet at least one category of eligible activities, as chosen by OTO?	Eligible Projects, page 6
☐	Is the project sponsor contributing at least 20% of total project costs?	Match Requirements, page 6
☐	Is the project sponsor an eligible sponsor?	Eligible Project Sponsors, page 6
☐	Is the proposed project compatible with the Ozarks Transportation Organization's Long Range Transportation Plan?	Evaluation Criteria, page 10
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Trail Construction Application Requirements		
☐	Does the application include photos and maps of the project site?	Section D: Project Location, page 15 Section E: Project Description, page 15
☐	Does the project have a direct relationship to the Surface Transportation System?	Eligible Projects, page 6
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☐	Does the application include an adopted local resolution of support is required from the sponsoring agency?	Section A: Project Sponsor, page 14
☐	Is the application signed?	Section J: Signature, page 16
☐	Does the application include documentation of Right-of-Way acquisition (deed, lease, easement, letter of intent)?	Section C: Basic Information page 14
☐	Does the application include a clear breakdown of the project's budget?	Section H: Cost Estimates, page 15
Trail Planning Services Application Requirements		
☐	Does the application include a clear breakdown of the project's budget?	Section I: Trail Planning Services, page 16
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OZARKS TRANSPORTATION ORGANIZATION

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Funding Score Sheet

Type of Proposed Project	Relevant Section	Evaluation Criteria	Scoring Guide	Points Received
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Trail Construction Applications	C	Right-of-Way for the project has already been acquired in its entirety (Entirely Acquired = 2pts, Written Letter of Intent = 1pt, No Formal Communication or Acquisition = 0pts)	No documentation = 0 pts Letters of Intent = 1 pts Partial rights = 2 pts All necessary rights = 5 pts	
	D	A project will earn five points if it is located on one of the corridors evaluated in the <i>Regional Bicycle and Pedestrian Trail Investment Study</i> (RBPTIS)	In RBPTIS= 5pts	
	F	Points will be award to projects based on the types on connections made and the progress made towards creating a system that makes walking and bike more feasible. Connections could include neighborhood-to-neighborhood, neighborhood-to-commercial district, or connections to an existing trail or bus stop. Feasibility can be shown by highlighting obstacles or impediments the new connectivity overcomes. These could include major arterials, narrow streets, railroads, ADA-accessibility issues, or system gaps.	0-5 points, subjective	
	G	Points will be awarded based on the level of citizen participation. Participation can range from plan approval by city council to a Facebook poll to a community meeting or open house.	0-5 points, subjective	
Trail Planning Services Applications	H.1	Points will be awarded based on the likelihood the proposed strategy would result in appropriately refined alignments.	0-5 points, subjective	
	H.2	Points will be awarded based on the likelihood the proposed strategy would result in positive relationship with landowners along the refined alignments	0-5 points, subjective	
	H.3	Points will be awarded based on the likelihood the proposed strategy would result in improved trail design and more frequent trail construction.	0-5 points, subjective	
	H.4	Points will be awarded based on the likelihood the proposed strategy would result in increased community support for trails.	0-5 points, subjective	
TOTAL			25	

EXPLANATION TO COUNCIL BILL 2019- 266

FILED: 11-12-19

ORIGINATING DEPARTMENT: Public Works

PURPOSE: Adopting the Public Rights of Way ADA Transition Plan.

BACKGROUND INFORMATION: The Americans with Disabilities Act ("ADA") of 1990 requires all Title II entities to develop a transition plan for any facilities or programs that do not meet current accessibility guidelines. To meet this requirement, the City of Springfield Public Works Department entered into a contract with Infrastructure Management Services to inventory and assess the condition of all sidewalks and curb ramps under city jurisdiction. With the information obtained from the inventory and assessment, priorities were developed and a plan set in place, based on existing resources available to the City, to begin addressing inaccessible sidewalk and curb ramp infrastructure. This plan is attached as "Exhibit A."

Public comment was received and there was no objection to the plan or its implementation. This plan will be a living, working document and reviewed on at least an annual basis. The Department of Public Works will provide City Council with periodic updates of the plan's progress every three to five years.

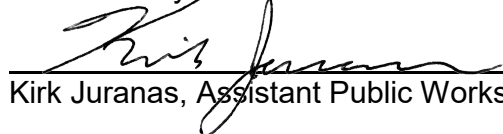
Supports the following City Council Priorities:

- Quality of Place
- Economic vitality
- Fiscal sustainability and Accountability
- Public Safety

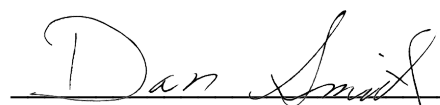
REMARKS: There is approximately \$1.7 million in existing resources each year to address existing sidewalk and curb ramp issues outlined in the Public Rights of Way ADA Transition Plan. In addition, when a capital improvement project is constructed, any existing ADA issues within the scope of the project will be addressed to the maximum extent feasible during planning and construction.

Public Works recommends approval of this Council resolution.

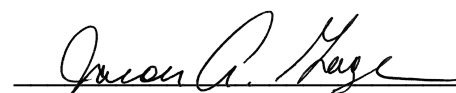
Submitted by:


Kirk Juranas, Assistant Public Works Director

Recommended by:


Dan Smith, Director of Public Works

Approved by:


Jason Gage, City Manager



Public Rights of Way ADA Transition Plan



Table of Contents

Table of Contents.....	2
Executive Summary.....	3
Section I: ADA Requirements.....	4
a. ADA History	
b. Self-Evaluation Requirements	
c. Transition Plan Requirements	
d. Designation of Responsible Employee & Grievance Procedure Requirement	
e. Public Notice about ADA Requirements	
Section II: ADA Compliance Efforts.....	6
a. Effective Communication	
b. Buildings & Facilities	
c. Public Rights of Way	
Section III: Self-Evaluation and Transition Plan Process.....	7
a. Self-Evaluation	
b. Public Involvement	
c. Staff Training	
d. Funding Sources	
e. Prioritization & Implementation	
f. Monitoring & Reporting	
Appendix A-G.....	12

Executive Summary

Title II of the American's with Disabilities Act (ADA) requires all public agencies to develop an ADA Transition Plan. The purpose of this plan is to identify existing barriers to accessibility in city-owned buildings, programs, and services, outline priorities, and develop a schedule to achieve compliance as outlined in the 1990 American's with Disabilities Act. It is important to note that sidewalks and curb ramps have been specifically identified through federal legislation as a basic service and must be included in a city's transition plan.

This document is intended to provide the following:

- An overview of the City's past efforts at achieving ADA compliance in public right of way
- An outline of the process undertaken in 2018 to conduct a complete inventory and assessment of the City's sidewalk network
- Results from this assessment
- A schedule of priorities to remediate any non-compliant sidewalks and curb ramps identified
- A timeline to complete the deficiencies identified in the 2018 inventory and assessment

Public engagement is a critical component to developing a successful ADA Transition Plan. The Accessibility Team, comprised of disability advocates and local partners, meets on the second Friday every other month in conjunction with Team Access, a team of disability advocates with empower: abilities (formerly Southwest Center for Independent Living). This team of individuals has been critical in assisting the City with identifying needs and establishing priorities related to disability issues. The City also participates in the Mayor's Commission on Human Rights by promoting disability awareness and gathering citizen input. Gathering input and communicating results on disability issues will be an ongoing effort from not only the above two committees, but many other partners as well. This will provide a greater opportunity for success of this plan.

According to the 2010 Census Bureau, one in five people - approximately 19 percent of the population in the United States - had a disability in 2010. Disabilities are not always apparent, which is an important realization in being a fully accessible community. The City of Springfield is committed to providing an accessible, barrier-free environment for people with disabilities. This is evident with actions taken by the City to plan for, prioritize, and remediate any past, existing, or future barriers to accessibility as well as the production of this ADA Transition Plan. With this plan and the partnerships developed, Springfield continues to strive toward a barrier free community accessible to people of all abilities.

SECTION I: ADA REQUIREMENTS

a. ADA History - The American's with Disabilities Act (ADA) was signed into law by President George H.W. Bush on July 26, 1990. It was the world's first comprehensive legislation declaring equality for people with a qualifying disability and "ensuring that people with disabilities are given the basic guarantees for which they have worked so long and so hard: independence, freedom of choice, control of their lives, the opportunity to blend fully and equally into the rich mosaic of the American mainstream."ⁱ A qualifying disability is defined by the ADA as a person who has a physical or mental impairment that substantially limits one or more major life activities, a person who has a history or records of having such impairment, or a person who is regarded as having such impairment. The ADA is divided into Five Titles:

- i. Title I – Employment
- ii. Title II – Public Services (State and Local Governments)
- iii. Title III – Public Accommodations (Commercial Facilities)
- iv. Title IV – Telecommunications
- v. Title V – Miscellaneous Provisions

Title II governs buildings, facilities, programs and services for local governments.

b. Self-Evaluation Requirements – Per 28 CFR 35.105 the City of Springfield is required to do the following:

(a) A public entity shall, within one year of the effective date of this part, evaluate its current services, policies, and practices, and the effects thereof, that do not or may not meet the requirements of this part and, to the extent modification of any such services, policies, and practices is required, the public entity shall proceed to make the necessary modifications.

(b) A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments.

(c) A public entity that employs 50 or more persons shall, for at least three years following completion of the self-evaluation, maintain on file and make available for public inspection:

- (1) A list of the interested persons consulted;
- (2) A description of areas examined, and any problems identified; and
- (3) A description of any modifications made.

(d) If a public entity has already complied with the self-evaluation requirement of a regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this section shall apply only to those policies and practices that were not included in the previous self-evaluation.

c. Transition Plan Requirements – Per 28 CFR 35.150(d) the City of Springfield is required to do the following:

(1) In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity that employs 50 or more persons shall develop, within six months of January 26, 1992, a transition plan setting forth the steps necessary to complete such changes. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the development of the transition plan by submitting comments. A copy of the transition plan shall be made available for public inspection.

(2) If a public entity has responsibility or authority over streets, roads, or walkways, its transition plan shall include a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs, giving priority to walkways serving entities covered by the Act, including State and local government offices and facilities, transportation, places of public accommodation, and employers, followed by walkways serving other areas.

(3) The plan shall, at a minimum—

- (i) Identify physical obstacles in the public entity's facilities that limit the accessibility of its programs or activities to individuals with disabilities;
- (ii) Describe in detail the methods that will be used to make the facilities accessible;
- (iii) Specify the schedule for taking the steps necessary to achieve compliance with this section and, if the time period of the transition plan is longer than one year, identify steps that will be taken during each year of the transition period; and
- (iv) Indicate the official responsible for implementation of the plan.

(4) If a public entity has already complied with the transition plan requirement of a Federal agency regulation implementing section 504 of the Rehabilitation Act of 1973, then the requirements of this paragraph (d) shall apply only to those policies and practices that were not included in the previous transition plan.

d. Designation of Responsible Employee & Grievance Procedure Requirements – Per 28 CFR 35.107 the City of Springfield is required to do the following:

(a) *Designation of responsible employee.* A public entity that employs 50 or more persons shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this part, including any investigation of any complaint communicated to it alleging its noncompliance with this part or alleging any actions that would be prohibited by this part. The public entity shall make available to

all interested individuals the name, office address, and telephone number of the employee or employees designated pursuant to this paragraph.

The designated person in responsible charge of implementing the City of Springfield's Public Rights of Way ADA Transition Plan is:

Dawne Gardner, AICP
Transportation Planner/ADA Coordinator
Department of Public Works – Traffic Operations
City of Springfield
417-864-1863
dgardner@springfieldmo.gov

(b) *Complaint procedure.* A public entity that employs 50 or more persons shall adopt and publish grievance procedures providing for prompt and equitable resolution of complaints alleging any action that would be prohibited by this part.

The City of Springfield's grievance procedure is attached to this plan as Appendix A.

e. Public Notice about ADA Requirements – Per 28 CFR 35.106 the City of Springfield is required to do the following:

A public entity shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of this part and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the Act and this part.

The City of Springfield's Public Notice is attached to this plan as Appendix B.

SECTION II: ADA COMPLIANCE EFFORTS

The City of Springfield past compliance efforts include the following:

a. Effective Communication – The City of Springfield's website, <https://www.springfieldmo.gov>, is hosted by a company called CivicPlus, which builds and hosts hundreds of government websites around the world.

CivicPlus websites are built to be compliant to ADA (Section 508) and WCAG 2.0 A and AA levels. This means that when a website launches, the company guarantees that they deliver a site that meets these levels. CivicPlus' website content and design teams train to deliver accessible websites. They use the four WCAG principles to build our content and designs:

- Perceivable
- Operable

- Understandable
- Robust

CivicPlus ensures that any new accessibility regulations that require code changes are done automatically.

Regulations are updated at least annually by the W3C (World Wide Web Consortium), an organization that publishes the WCAG guidelines, and intermittently by the U.S. legislative system, which updates the Section 508 regulations. CivicPlus' product team closely follows these regulations and provides regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications. They also update CivicPlus best practices to ensure that we continue to build sites that are up-to-date with the latest compliance regulations.

City of Springfield website contributors use best practices to keep website content and design elements accessible and up-to-date with the latest ADA/WCAG standards. A few examples of this are the inclusion of alternative text when uploading pictures, writing content with a screen reader in mind, and complete a full-site review with a checklist provided by CivicPlus.

b. Buildings & Facilities – The City of Springfield conducted a review of their buildings and facilities as the result of a Project Civic Access agreement with the Department of Justice in 2001. Revisions were made to existing buildings and facilities to ensure accessibility to city programs and services. Since 2001, any new construction or alteration of city owned facilities has been constructed to current ADA standards.

c. Public Rights of Way – The City of Springfield conducted self-evaluations on its sidewalk and curb ramp infrastructure in 1995, 2005 and 2008. From those evaluations, a Sidewalk Concrete Maintenance Plan was developed to prioritize sidewalk and curb ramp repairs. This plan set forth the internal policy under which the City of Springfield performs inspections, responds to service requests, and prioritizes sidewalk/curb ramp repair in public right of way, addressing any ADA deficiencies as a top priority. This document was used as a benchmark to develop the public rights of way portion of the ADA Transition Plan. The Sidewalk Concrete Maintenance Plan will be revised to reflect current processes developed as a result of the new sidewalk inventory/assessment and will be utilized as policy for the City's sidewalk and curb ramp repair, construction, and inspection.

In 2013, the Public Works Department adopted the Public Rights of Way Accessibility Guidelines (PROWAG), published by the United States Access Board, as their standard for sidewalk construction. All new and modified sidewalk and curb ramps in public right of way must meet these standards to the maximum extent feasible.

SECTION III: SELF-EVALUATION & TRANSITION PLAN PROCESS

a. Self-Evaluation - The City of Springfield contracted with Infrastructure Management Services (IMS) in July 2017 to conduct an inventory and condition assessment of the City's sidewalks and

curb ramps located in public right of way under the City's jurisdiction. IMS utilized a sidewalk surface tester (SST) that was specifically developed for sidewalk and curb ramp surveys and assessment. The SST is a mobile ATV mounted with computer hardware and software designed to collect data as it travels along the surface of pedestrian facilities. The type and extent of the data collected was customized by IMS to meet the specifications of the City of Springfield. Examples of critical elements captured are ramp type, material, visual condition, cross slope, running slope, tripping hazards, detectable warnings, and obstructions. Sidewalk segments are defined as block to block. Each curb ramp has its own identification. The results of this data show the condition of existing pedestrian facilities under City jurisdiction and pinpoint any locations that do not meet ADA minimum standards. These non-compliant areas will then be scheduled for repair based on priorities defined by the Accessibility Team, the City, and public input.

Summarized results of the inventory and assessment are highlighted below:

1) **Sidewalks** – The survey indicated the City owns and maintains 640 miles of sidewalk. The results of the assessment are included as Appendix C and show the City's sidewalk condition as follows:

- A majority of the City's sidewalks, 68%, fall into the "fair" to "very good" category
 - 18% - "Very Good"
 - 22% - "Good"
 - 28% - "Fair"
- 32% of the City's sidewalks fall into the "marginal to very poor" category
 - 15% - "Marginal"
 - 9% - "Poor"
 - 8% - "Very Poor"

The goal of the City is for sidewalks to fall into the "good" or "very good" categories. It is important to note that a sidewalk segment can be rated as in "good" or "very good" condition yet still have an element of ADA non-compliance. If this scenario occurs, the ADA non-compliant element is identified in the detailed data results and will be prioritized for repair.

2) **Curb Ramps** – The survey indicated that the City maintains 10,297 curb ramps. Appendix D reflects the compliancy results from the curb ramp assessment as follows:

- 3,080 curb ramps that are ADA Compliant to existing standards
- 1,157 curb ramps that are ADA Compliant, but to an older standard
- 2,203 curb ramps that are partially compliant
- 499 locations where curb ramps do not exist where one should
- 1,934 curb ramps are not compliant
- 1,401 lay down ramps (a gentle incline sloping into a very low volume traffic crossing, i.e. alley)

3) **Traffic Signals & Pedestrian Crossings** – The City's Traffic/Pedestrian Signal inventory was not included in the IMS inventory and assessment project. It is consistently maintained by the Traffic Management Center of the City of Springfield. Currently, the City operates and maintains 142 traffic signals. Appendix E reflects the existing inventory with audible and

standard pedestrian signals, as well as the year for any planned conversions from standard to audible signals. The City's current policy is to replace standard pedestrian signals to audible signals as funding is received through the 1/4-cent Capital Improvement Sales Tax and 1/8-cent Transportation Sales Tax programs, or by specific request as funding allows. The pedestrian signals, shown in Appendix E as scheduled for replacement through 2021, reflect approved funding based on the most recent sales tax measures passed by a vote of the citizens of Springfield. Any new pedestrian signals installed within the City limits of the City of Springfield under the City's jurisdiction are audible.

b. Public Involvement – The City worked closely with the Accessibility Team, defined in the Executive Summary, that met on several occasions over the development of the ADA Transition Plan. Their input was vital in obtaining information regarding barriers to accessibility in the public right of way, priorities, and activity centers, as well as assistance in preparing the implementation schedule.

The City will begin gathering public input on the ADA Transition Plan on June 26, 2019 in conjunction with the Mayor's Commission on Human Rights and Community Relations Public Forum meeting. All public meetings are advertised through regular media, social media, and the City's website. Comment cards are made available for any individual to fill out and submit. These comment cards, as well as the ADA Transition Plan are made available on the City's website for individuals unable to attend any event or public meeting focused on gathering input. A timeline of all events to gather public input are scheduled as follows:

- **June 26, 2019** – PUBLIC INPUT KICKOFF - Mayor's Commission on Human Rights and Community Relations Public Forum, Location: empower: abilities, Time: 5:30 p.m. – 7:00 p.m.
- **July 16, 2019** – Public Meeting, Location: The Library Station, 2535 N Kansas Expwy, Time: 4:30 p.m. – 6:30 p.m.
- **August 9-10, 2019** – Table at the Route 66 Festival
- **August 22, 2019** – Public Meeting, Location: CU Transit Center, 211 N Main, Time: 4:30 p.m. – 6:30 p.m.

The Public Comment period ends on August 30, 2019. All comments will be reviewed, and the transition plan revised based on comments received. Presentation with consideration of adoption of the Public Rights of Way ADA Transition Plan to City Council will take place prior to the end of calendar year 2019.

c. Staff Training – The City encourages continuing education efforts for staff to remain knowledgeable of current ADA regulations, guidelines, issues, and best practices. ADA webinars, provided by the United States Access Board or Regional ADA Centers, are broadcast as they become available. Staff is invited and encouraged to attend. Every two to three years, the City provides PROWAG training for City staff, as well as consultants and contractors that work on

public right of way projects. Because the City recognizes that accessibility goes beyond our City boundaries, we invite other local government agencies to participate in this training.

The City also partners with Team Access from Empower: abilities, a local disability advocacy center. Members of this group are always willing to work with the City on solutions to difficult accessibility issues, so they can be addressed on a local level.

The ADA Coordinator is also available to answer any ADA related questions.

d. Funding Sources – Based on the results of the 2018 sidewalk assessment, the total cost to bring all sidewalk and curb ramp deficiencies up to current ADA compliance is approximately \$30 million. The City of Springfield currently has the following sources of funding available to address these deficiencies:

- 1/4-Cent Capital Improvement Sales Tax
- 1/8-Cent Capital Improvement Sales Tax
- Transportation Fund

Periodically, federal funding becomes available that can be utilized to construct new sidewalk or address existing ADA issues in public right of way. This funding can be competitive or non-competitive regionally, statewide, or nationwide and requires a local match. These funding programs are as follows:

- Federal Highway Administration – Transportation Alternative Program (competitive)
- Federal Highway Administration – Surface Transportation Program (non-competitive)
- Department of Housing and Urban Development – Community Development Block Grant

The City has begun discussions regarding opportunities for funding non-compliant sidewalk repairs. These discussions are intended to produce results that will be incorporated as part of the City's Comprehensive Plan update, which is currently underway. There are a variety of funding sources that other comparable cities utilize to replace non-compliant sidewalk and curb ramps that could be made available to the City but will require changes to city code or a vote of the citizens of Springfield. They are as follows:

- Require any new development/redevelopment to bring sidewalks and curb ramps into current ADA compliance along their property frontage as part of their building permit requirements.
- Request a portion of sales tax revenue be dedicated to funding projects that bring sidewalks and curb ramps into current ADA compliance.

e. Prioritization & Implementation – For Geographical Information purposes, the City of Springfield divides the municipal boundaries into map grids. An example is attached as Appendix F.

The implementation schedule is attached as Appendix G. It was developed as a direct result of conversations between City staff and the Accessibility Team. Each fiscal year reflects map grids that non-compliant infrastructure will be repaired or rehabilitated based on activity centers, pedestrian activity, and the number of missing curb ramps. It is difficult to manage efficiency when scheduling projects by priority ranking when there is such a large area of infrastructure. Rankings fell all over the entire map with no real consistent grids in close proximity to each other. For example, map grid U-21 ranked as the first priority area and map grid Q-24 ranked as second priority. These two grids are not located in proximity to each other. Creating a schedule based on priority rankings resulted in an implementation plan that would have caused mobilizing in multiple locations of the city throughout each year, resulting in a costly and less time-efficient transition plan. Appendix G reflects the schedule the City will use for the first fiscal year then re-evaluate on an annual basis to determine if a different approach should be taken.

It is important to note that this schedule does not include any emergency requests submitted by citizens during the calendar year curb ramps that are required to be addressed when roadway alterations take place, or projects that may occur over the course of a year due to grants or one-time funding that the City may receive.

f. Monitoring & Reporting – The City is currently transitioning into an update of their permitting/asset management system called INFOR. This system contains the City’s sidewalk and curb ramp data. Previous sidewalk inventory data was downloaded into this system, however, due to constraints within the system and internal processes, this data was not updated as pedestrian facilities were reconstructed or repaired to meet ADA guidelines. Therefore, the data collected served as a snapshot in time rather than a working inventory. With new system updates and new internal processes outlined in the future sidewalk plan discussed in Section II-b, data will be collected at the time of final inspection and/or maintenance and entered into the system as projects or work orders are completed. The ADA Coordinator will monitor this process to ensure that the City has a working and up to date inventory.

A progress report on the ADA Transition Plan will be completed at the end of each fiscal year. This report will be available for review by the public.

This City of Springfield Public Rights of Way ADA Transition Plan is a living document that will be reviewed on an annual basis. The project schedule could be revised based on each review and a determination of changing priorities, funding levels, resources, efficiency, or any other factor that can affect the timely completion of this plan.



Appendix A

Grievance Procedure Under The Americans with Disabilities Act of 1990

This grievance procedure is established to meet the requirements of the ADA. It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Springfield. The City's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number, email address of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request.

The complaint should be submitted as soon as possible, preferably within 60 calendar days of the alleged violation to:

Dawne Gardner, AICP
Transportation Planner/ADA Coordinator
840 N. Boonville
Springfield, MO 65802
417.864.1863
dgardner@springfieldmo.gov

Within 15 calendar days after receipt of the complaint, the ADA Coordinator will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator will respond in writing, and where appropriate, in format that is accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the City of Springfield and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator does not satisfactorily resolve the issue, the complainant may appeal the decision within 15 calendar days after receipt of the response to the City Manager or designee.

Within 15 calendar days after receipt of the appeal, the City Manager or designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or designee will respond in writing, and, where appropriate, in a format that is accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or designee, appeals to the City Manager or designee, and responses from these two offices will be retained by the City of Springfield for at least three years.



Appendix B

Notice Under the Americans With Disabilities Act City of Springfield, MO

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the **City of Springfield** will not discriminate against qualified individuals with disabilities on the bases of disability in its services, programs, or activities.

Employment: The **City of Springfield** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title 1 of the ADA.

Effective Communication: The **City of Springfield** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the **City of Springfield's** programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing or vision impairments.

Modifications to Policies and Procedures: The **City of Springfield** will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals as defined by the ADA are welcomed in the **City of Springfield** offices, even where pets are generally prohibited.

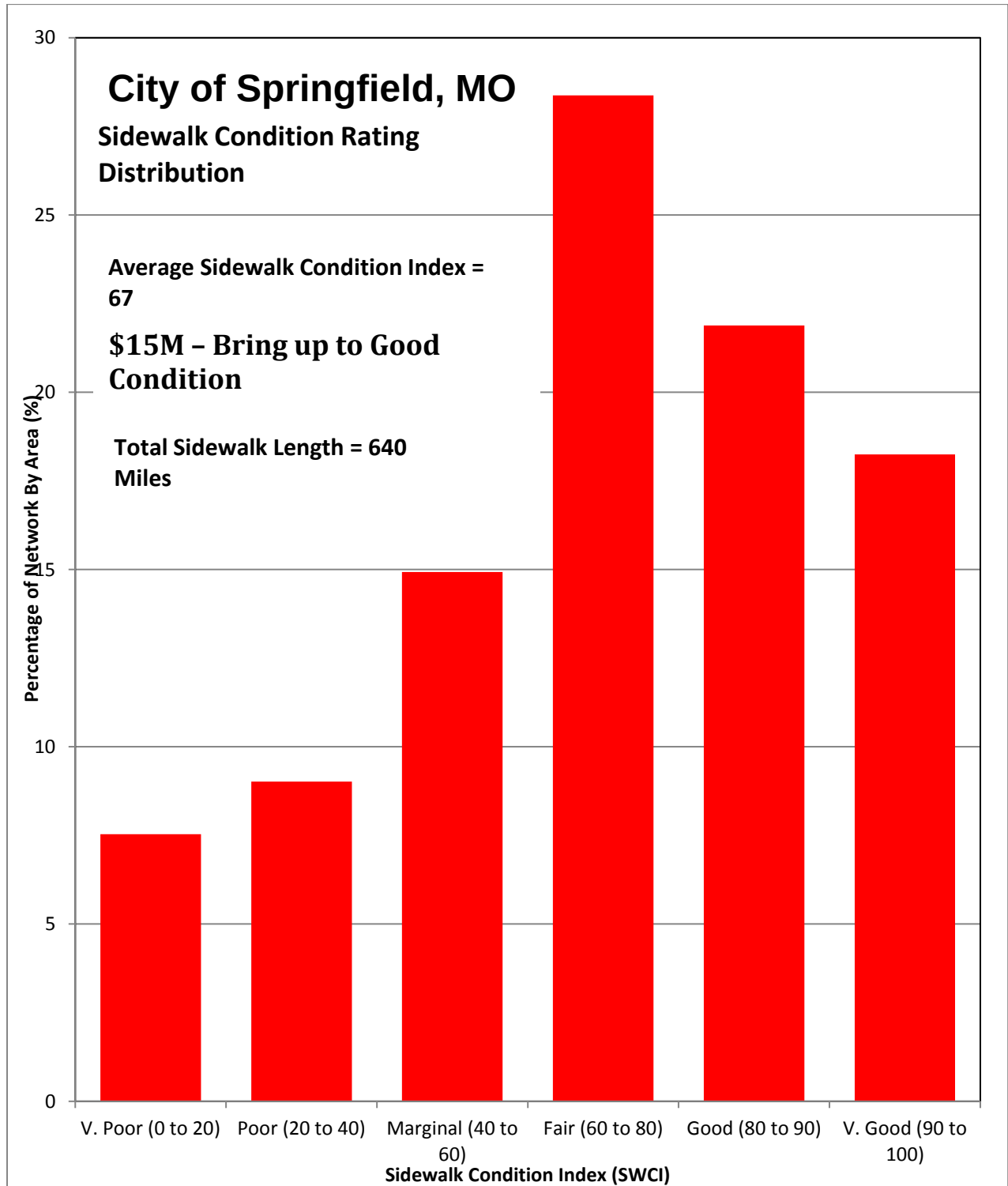
Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the **City of Springfield**, should contact the office of **Dawne Gardner, ADA Coordinator** by email at dgardner@springfieldmo.gov or by phone at 417-864-1863 as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require the **City of Springfield** to take any action that would fundamentally alter the nature of its programs or services or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the **City of Springfield** is not accessible to persons with disabilities should be directed to **the ADA Coordinator named above.**

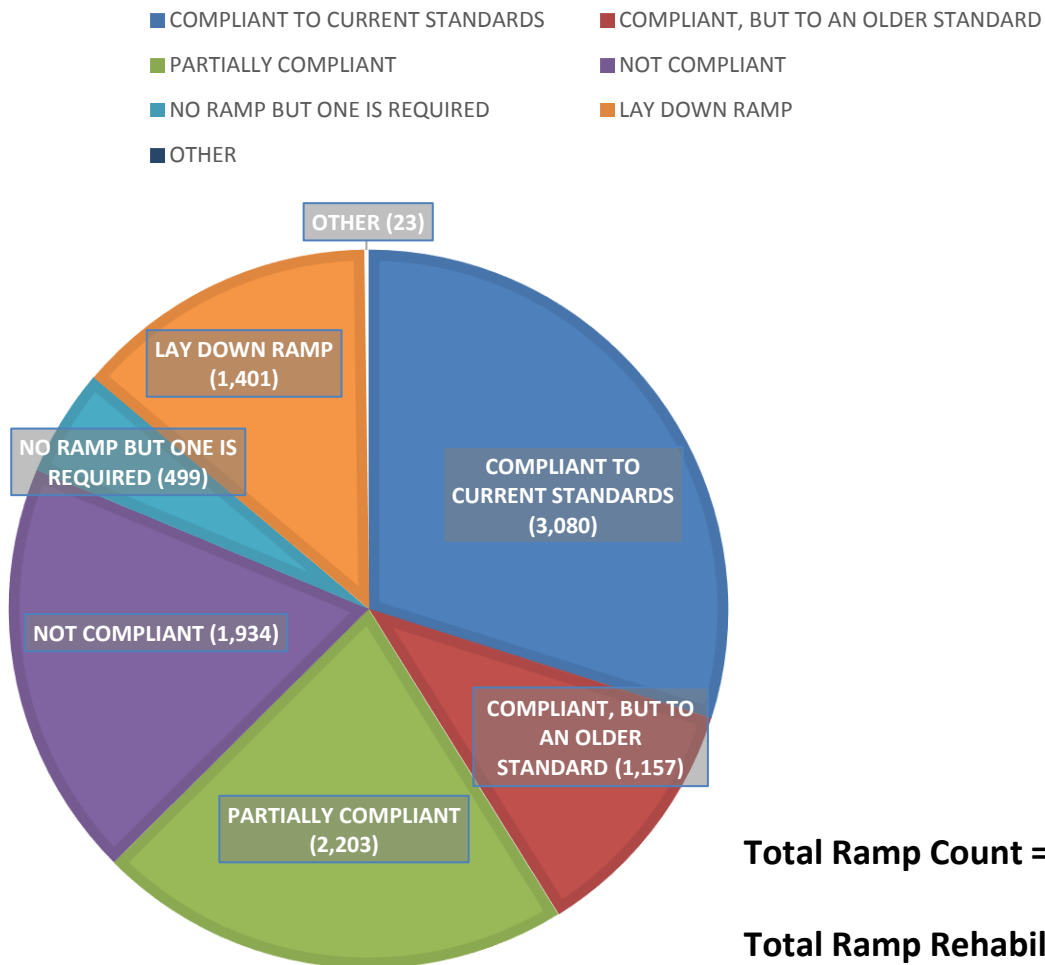
The **City of Springfield** will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

Appendix C



Appendix D

CITY OF SPRINGFIELD, MO ADA RAMP BY TYPE (COUNT)



Appendix E

City of Springfield Traffic/Pedestrian Signal Inventory

ID	INTERSECTION	Signal Type
SIG 035	Battlefield & Carver School (County)	None
SIG 041	Battlefield & Delaware	Standard
SIG 043	Battlefield & Fort	Standard
SIG 045	Battlefield & Fremont	Standard
SIG 034	Battlefield & Golden	Standard
SIG 075	Battlefield & Ingram Mill	Audible
SIG 076	Battlefield & Jefferson	Standard
SIG 120	Battlefield & Kansas Ave	Standard
SIG 093	Battlefield & Kimbrough	None
SIG 111	Battlefield & Lone Pine	Standard
SIG 113	Battlefield & Luster	Standard
SIG 118	Battlefield & Moulder	Audible
SIG 119	Battlefield & National	Audible
SIG 167	Battlefield & Scenic	Standard
SIG 181	Battlefield & Venture	Standard
SIG 214	Battlefield & Woodstock	Audible
SIG 158	Bennett & Oak Grove	Standard
SIG 187	Benton & Lynn	Standard
SIG 210	Boonville & Pipkin Ped	Standard
SIG 052	Campbell & Bass Pro	Standard
SIG 030	Campbell & Battlefield	Audible
SIG 191	Campbell & Bennett	Standard
SIG 050	Campbell & Broadmoor	Standard
SIG 005	Campbell & Cherokee	Standard
SIG 029	Campbell & College	Audible
SIG 024	Campbell & McDaniel	Audible
SIG 031	Campbell & Olive	Audible
SIG 008	Campbell & Primrose	Audible
SIG 032	Campbell & Sunset	Standard
SIG 033	Campbell & Walnut	Audible
SIG 012	Campbell & Walnut Lawn	Standard
SIG 007	Central & Benton	Standard
SIG 011	Central & Boonville	None
SIG 182	Central & Drury	Standard
SIG 077	Central & Jefferson	None
SIG 002	Cherry & Barnes	Standard
SIG 160	Cherry & Oak Grove	Standard
SIG 009	Division & Benton	Standard
SIG 015	Division & Boonville	Standard
SIG 025	Division & Campbell	Audible
SIG 038	Division & Cedarbrook	None

Legend	
Currently Audible	
Replace 2019	
Replace 2020	
Replace 2021	

City of Springfield Traffic/Pedestrian Signal Inventory

ID	INTERSECTION	Signal Type
SIG 212	Division & Fremont Ped	Standard
SIG 063	Division & Grant	Standard
SIG 064	Division & Packer	Standard
SIG 165	Division & Robberson	Standard
SIG 205	Division & Sherman	Standard
SIG 209	Division & Washington	Standard
SIG 193	Division & Weaver Ped	Standard
SIG 171	E Trafficway & John Q Hammons	Standard
SIG 047	Fremont & Cherokee	Audible
SIG 060	Fremont & Independence N	Standard
SIG 056	Fremont & Independence S	Standard
SIG 049	Fremont & Mall W Access	Audible
SIG 053	Fremont & Seminole	Standard
SIG 027	Grand & Campbell	Audible
SIG 044	Grand & Fort	Standard
SIG 048	Grand & Fremont	Standard
SIG 065	Grand & Grant	Standard
SIG 098	Grand & Holland	Standard
SIG 081	Grand & Jefferson	Standard
SIG 168	Grand & John Q Hammons	Audible
SIG 099	Grand & Kimbrough	Audible
SIG 108	Grand & Kings	Standard
SIG 057	Grant & Atlantic	Standard
SIG 059	Grant & College	Audible
SIG 061	Grant & Commercial	Standard
SIG 067	Grant & High	Standard
SIG 068	Grant & JFK Stadium Ped	Standard
SIG 069	Grant & Mt Vernon	Standard
SIG 071	Grant & Nichols	Standard
SIG 072	Grant & Norton	Audible
SIG 197	Grant & Portland	Standard
SIG 199	Grant & Talmage	Standard
SIG 073	Grant & Walnut	Audible
SIG 083	Jefferson & McDaniel	Standard
SIG 085	Jefferson & Olive	Audible
SIG 087	Jefferson & Walnut	Standard
SIG 088	Jefferson & Walnut Lawn	Standard
SIG 095	Kimbrough & Cherry	Audible
SIG 097	Kimbrough & Elm	Standard
SIG 100	Kimbrough & Madison	Standard
SIG 103	Kimbrough & St Louis	None

City of Springfield Traffic/Pedestrian Signal Inventory

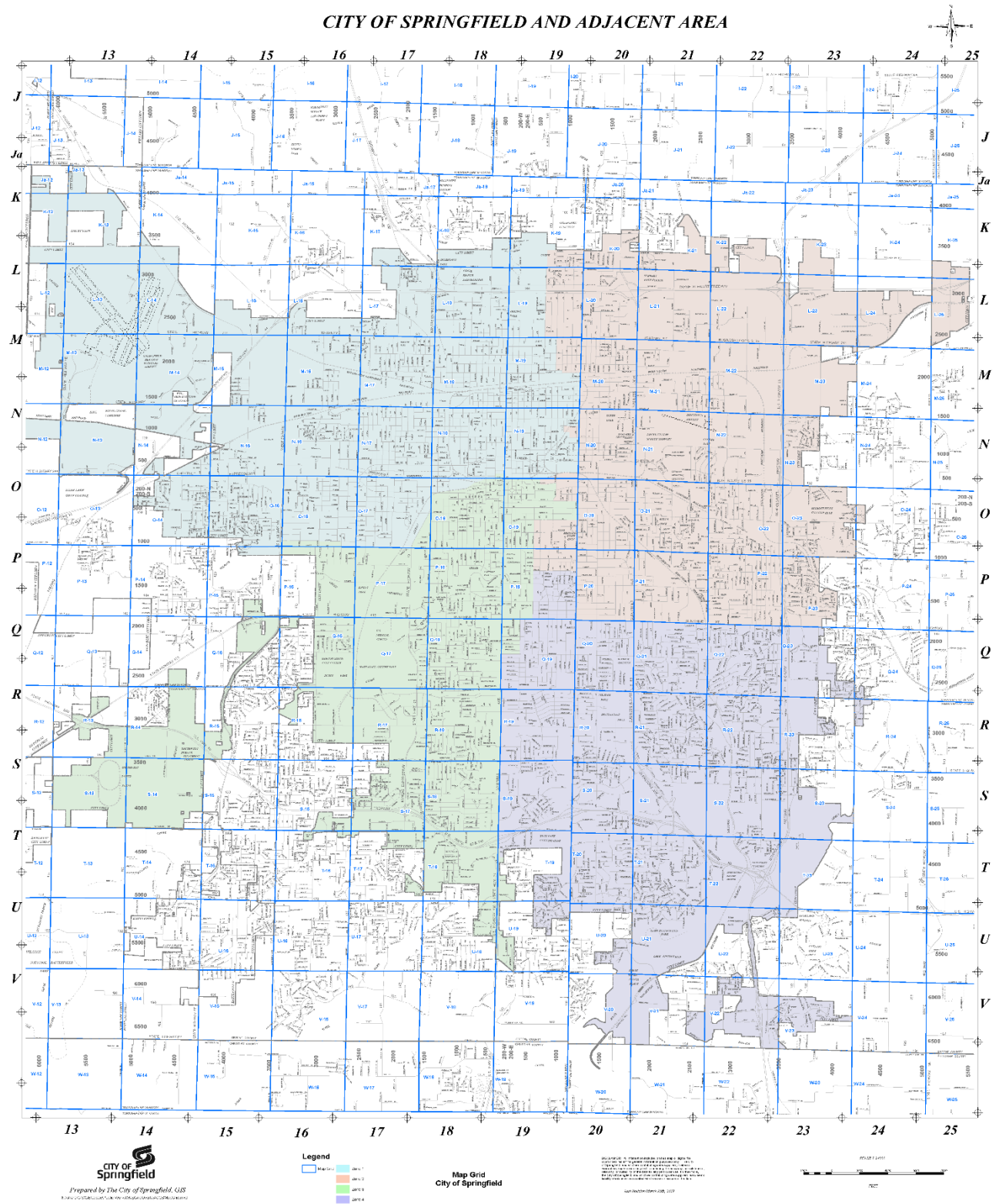
ID	INTERSECTION	Signal Type
SIG 105	Kimbrough & Trafficway	Standard
SIG 107	Kimbrough & Walnut	Audible
SIG 128	National & Bear Blvd	Audible
SIG 121	National & Bennett	Audible
SIG 125	National & Cherokee	Standard
SIG 127	National & Cherry	Audible
SIG 129	National & Commercial	Standard
SIG 131	National & Dale	Standard
SIG 133	National & Division	Standard
SIG 135	National & Elm	Standard
SIG 137	National & Grand	Audible
SIG 152	National & Lakewood	Standard
SIG 138	National & Montclair	Standard
SIG 146	National & MSU Ped	Audible
SIG 139	National & Norton	Standard
SIG 154	National & Plainview (County)	Standard
SIG 143	National & Primrose	Audible
SIG 219	National & Pythian	Audible
SIG 145	National & Seminole	Standard
SIG 149	National & St Louis	Standard
SIG 147	National & Sunset	Standard
SIG 151	National & Trafficway	Audible
SIG 130	National & Turner	Standard
SIG 153	National & Walnut	Standard
SIG 155	National & Walnut Lawn	Audible
SIG 156	National & Weaver	Standard
SIG 157	National & Woodland	Audible
SIG 203	Nichols & West York Ped	Standard
SIG 178	Primrose & Delaware	Standard
SIG 051	Primrose & Fremont	Standard
SIG 180	Primrose & Harvard	Standard
SIG 086	Primrose & Jefferson	Standard
SIG 109	Primrose & Kings	Audible
SIG 062	Republic & Broadway	Audible
SIG 036	Republic & Charleston	Standard
SIG 042	Republic & Chase	Standard
SIG 037	Republic & Cox	Standard
SIG 136	Republic & Fremont	Standard
SIG 054	Republic & Golden	Audible
SIG 039	Republic & Kansas Expy	Standard
SIG 144	Republic & National	Audible

City of Springfield Traffic/Pedestrian Signal Inventory

ID	INTERSECTION	Signal Type
SIG 040	Republic & Scenic	Standard
SIG 213	Riverbluff & Mercy	Audible
SIG 110	Scenic & Grand	Standard
SIG 164	Scenic & Mount Vernon	Standard
SIG 169	St Louis & John Q Hammons	Standard
SIG 046	Sunset & Fort	Standard
SIG 055	Sunset & Fremont	Standard
SIG 200	Sunset & HAWK	Audible
SIG 074	Sunset & Ingram Mill	Standard
SIG 058	Sunset & Jefferson	Standard
SIG 179	Sunset & Mall Entrance	Standard
SIG 018	Sunshine & Campbell	Standard
SIG 014	Sunshine & Fort	Standard
SIG 028	Sunshine & Fremont	Standard
SIG 016	Sunshine & Grant	Standard
SIG 020	Sunshine & Jefferson	Standard
SIG 022	Sunshine & Kimbrough	Audible
SIG 026	Sunshine & National	Standard
SIG 089	Walnut Lawn & Kansas Ave	Standard

Appendix F

CITY OF SPRINGFIELD AND ADJACENT AREA



Appendix G

City of Springfield Sidewalk/Curb Ramp Rehabilitation Schedule (By Map Grid)	C o m b i n e d										O b s t r u c t i o n	S / W	R a m p	T o t a l
	S I D E W A L K	R A M P	P r o j e c t	P r o j e c t	S i d e w a l k	M i s s i n g	S / W	R e m o v a l	P r o j e c t	R e h a b	P r o j e c t	R e h a b	P r o j e c t	R e h a b
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	L e n g t h	C o u n t	C o u n t	C o s t	C o s t	C o s t	C o s t	C o s t	C o s t	C o s t

YEAR 1 (2020)

M-18	46.52	49.14	48.1	43	70,850	273	45	269,610	31,300	300,910	434,150	735,060
M-19	51.30	37.32	45.5	49	90,788	352	46	530,380	97,075	627,455	446,770	1,074,225
TOTAL												\$1,809,285

YEAR 2 (2021)

M-19	56.24	52.79	54.2	33	64,072	291	62	319,810	35,625	355,435	527,325	882,760
M-20	52.20	60.80	56.7	28	89,106	271	18	366,550	100,075	466,625	510,620	977,245
TOTAL												\$1,860,005

YEAR 3 (2022)

N-18	53.13	67.76	60.6	21	46,132	192	16	335,820	15,650	351,470	362,590	714,060
N-19	51.86	44.48	47.7	44	90,691	307	21	309,410	31,950	341,360	448,925	790,285
N-19	39.73	36.86	38.1	69	34,168	173	9	146,440	13,525	159,965	202,425	362,390
TOTAL												\$1,866,735

YEAR 4 (2023)

O-18	45.09	34.81	40.4	63	86,035	317	19	453,210	51,000	504,210	417,940	922,150
O-18	57.37	35.99	50.1	41	73,573	246	17	556,160	80,700	636,860	330,885	967,745
TOTAL												\$1,889,895

YEAR 5 (2024)

O-19	42.58	39.71	41.0	61	73,169	250	20	284,150	23,125	307,275	385,005	692,280
O-19	63.91	30.86	46.6	46	75,815	326	6	367,970	18,025	385,995	424,005	810,000
TOTAL												\$1,502,280

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

M A P	S I D E W A L K		R A M P		C o m b i n e d		S i d e w a l k		M i s s i n g		S / W		O b s t r u c t i o n		S / W		R a m p		T o t a l	
	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P r i o r i t y	R a n k	L e n g t h	C o u n t	R a m p s	C o s t	C o s t	R e h a b	C o s t	R e h a b	C o s t	R e h a b	C o s t	R e h a b	C o s t	
G R I D	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	R I T Y	

YEAR 6 (2025)

O-20	50.23	42.48	46.3	47	100,639	284	33	412,460	31,625	444,085	454,425	898,510
O-21	39.22	49.85	45.3	51	36,819	98	2	95,310	9,650	104,960	138,210	243,170
O-22	33.66	26.95	30.8	76	15,666	34	2	48,270	2,175	50,445	38,750	89,195
O-23	45.77	71.39	57.7	24	10,470	20	0	35,720	300	36,020	31,250	67,270
O-24	0.00	0.00	0.0	101	0	0	0	0	0	0	0	0
P-16	79.77	48.67	70.1	7	5,421	8	1	31,700	2,575	34,275	15,625	49,900
P-17	52.35	36.97	43.8	55	27,237	75	1	82,070	9,325	91,395	116,305	207,700
											TOTAL	\$1,555,745

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

	S I D E W A L K	R A M P	C o m b i n e d	P r o j e c t	S i d e w a l k	R a m p	M i s s i n g	S / W	O b s t r u c t i o n	S / W	R e h a b	T o t a l
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P r i o r i t y	L e n g t h	C o u n t	R a m p s	C o u n t	R e m o v a l	C o s t	C o s t	C o s t

YEAR 7 (2026)

K-17	0.57	16.69	11.9	92	2,653	6	0	1,070	0	1,070	2,500	3,570
K-18	28.34	49.95	39.3	65	3,455	2	0	3,160	0	3,160	3,250	6,410
K-19	0.92	25.95	21.2	86	3,671	9	0	1,530	0	1,530	6,500	8,030
K-20	6.33	0.00	6.3	95	1,573	0	0	1,030	0	1,030	0	1,030
K-22	29.87	26.81	28.4	78	8,040	10	0	13,360	0	13,360	12,625	25,985
L-14	3.49	0.02	0.3	100	552	2	0	440	0	440	5,000	5,440
L-16	52.19	22.22	48.9	42	10,672	9	0	36,740	0	36,740	4,500	41,240
L-17	10.60	32.98	24.4	81	18,881	65	3	42,650	0	42,650	68,750	111,400
L-18	31.59	36.29	33.9	74	43,962	102	1	148,330	75	148,405	140,000	288,405
L-19	23.46	22.94	23.2	83	33,590	76	3	65,060	1,875	66,935	78,615	145,550
L-20	19.89	23.87	22.0	85	35,890	60	5	50,890	300	51,190	57,125	108,315
L-21	31.23	54.64	36.9	71	5,930	3	2	16,540	0	16,540	5,250	21,790
L-22	27.36	21.05	23.8	82	10,941	19	0	18,740	0	18,740	23,750	42,490
L-23	39.80	0.02	12.5	91	885	4	0	2,070	225	2,295	5,000	7,295
L-24	16.05	6.05	9.5	93	3,052	11	0	3,650	0	3,650	7,000	10,650
M-14	5.28	4.13	5.1	96	9,445	8	0	12,800	0	12,800	2,500	15,300
M-16	45.93	65.42	52.8	34	8,099	19	2	57,660	300	57,960	31,250	89,210
M-17	36.82	43.22	38.6	68	40,048	78	15	231,170	2,600	233,770	88,375	322,145
M-18	40.70	46.60	43.4	57	72,101	213	11	276,220	42,275	318,495	269,025	587,520

TOTAL \$1,841,775

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

	S I D E W A L K	R A M P	C o m b i n e d	P r o j e c t	S i d e w a l k	M i s s i n g	S / W	O b s t r u c t i o n	S / W	R e h a b	R a m p	T o t a l
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	L e n g t h	C o u n t	C o u n t	C o s t	C o s t	C o s t	C o s t	C o s t

YEAR 8 (2027)

N-20	36.75	35.99	36.3	72	48,073	210	14	121,420	31,775	153,195	318,050	471,245
N-21	30.48	0.01	25.2	79	9,271	9	0	25,100	1,000	26,100	5,500	31,600
N-22	14.66	10.00	12.8	90	7,866	10	0	14,040	0	14,040	9,625	23,665
N-23	17.16	0.00	17.2	88	1,194	0	0	690	750	1,440	0	1,440
O-14	20.20	24.02	22.9	84	53,637	137	0	74,370	4,275	78,645	184,680	263,325
O-15	35.21	48.63	44.1	54	64,741	184	1	154,630	10,775	165,405	320,480	485,885
O-16	28.68	31.91	30.3	77	38,787	113	0	90,840	6,500	97,340	91,555	188,895
O-17	34.25	32.48	33.3	75	55,316	193	7	151,640	8,900	160,540	209,570	370,110
											TOTAL	\$1,836,165

YEAR 9 (2028)

M-21	49.13	8.12	39.2	66	9,876	16	1	25,280	150	25,430	8,150	33,580
M-22	21.28	0.01	20.1	87	10,098	7	0	21,070	500	21,570	1,250	22,820
M-23	0.32	0.02	0.3	99	2,081	6	0	1,050	300	1,350	0	1,350
N-14	1.50	0.00	1.5	98	1,310	3	0	530	0	530	0	530
N-15	8.96	0.02	3.1	97	9,579	16	0	9,720	0	9,720	19,000	28,720
N-16	38.14	43.58	40.7	62	42,932	105	0	175,240	4,825	180,065	153,645	333,710
N-17	24.57	49.00	38.9	67	47,350	160	8	136,310	5,275	141,585	201,570	343,155
N-18	39.82	50.24	44.8	52	80,955	312	11	469,350	27,050	496,400	449,375	945,775
											TOTAL	\$1,709,640

YEAR 10 (2029)

P-18	63.85	57.17	60.7	20	75,774	186	3	396,950	29,225	426,175	380,075	806,250
P-19	51.70	28.94	40.4	64	110,877	365	18	446,090	45,800	491,890	487,025	978,915
											TOTAL	\$1,785,165

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

	S I D E W A L K	R A M P	C o m b i n e d	P r o j e c t	S i d e w a l k	R a m p	M i s s i n g	S / W	O b s t r u c t i o n	S / W	R e h a b	T o t a l
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P r i o r i t y	L e n g t h	R a m p	C o u n t	R a m p	C o s t	C o s t	C o s t	C o s t

YEAR 11 (2030)

P-20	65.08	50.16	57.7	23	69,977	195	6	351,780	24,775	376,555	365,665	742,220
P-21	48.14	55.86	51.9	36	27,180	54	5	98,670	1,325	99,995	92,120	192,115
P-22	41.94	69.72	57.6	25	59,878	157	8	212,080	8,050	220,130	284,315	504,445
P-23	39.75	74.97	63.9	17	16,193	40	1	31,990	1,825	33,815	73,500	107,315
Q-15	8.80	0.68	7.6	94	2,787	2	0	1,730	1,125	2,855	520	3,375
Q-16	67.98	64.81	66.5	13	26,107	54	0	94,290	8,400	102,690	91,000	193,690
											TOTAL	\$1,743,160

YEAR 12 (2031)

Q-17	54.00	60.70	57.2	27	10,761	27	7	53,880	1,500	55,380	51,250	106,630
Q-18	41.64	62.24	51.5	38	81,076	209	4	341,840	24,475	366,315	333,750	700,065
Q-19	41.84	47.20	44.6	53	55,100	173	3	197,300	11,825	209,125	215,040	424,165
Q-20	34.73	39.03	37.4	70	31,353	81	0	64,370	5,750	70,120	118,020	188,140
Q-21	41.30	60.56	51.3	39	16,224	58	1	76,080	4,500	80,580	87,500	168,080
											TOTAL	\$1,587,080

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

	S I D E W A L K	R A M P	C o m b i n e d	P r o j e c t	S i d e w a l k	R a m p	M i s s i n g	S / W	O b s t r u c t i o n	S / W	R e h a b	R a m p	T o t a l
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P r i o r i t y	L e n g t h	C o u n t	R a m p s	C o u n t	R e m o v a l	C o s t	C o s t	C o s t	C o s t

YEAR 13 (2032)

T-21	57.35	74.94	67.0	12	43,509	104	18	218,540	0	218,540	263,160	481,700
T-22	75.08	60.84	68.4	9	13,713	35	2	81,830	150	81,980	72,820	154,800
U-18	47.75	38.91	43.7	56	11,018	33	0	55,150	5,000	60,150	52,235	112,385
U-19	78.38	77.40	78.0	3	22,134	64	0	152,110	225	152,335	132,000	284,335
U-20	49.87	87.61	64.8	16	10,130	22	0	74,800	1,000	75,800	49,375	125,175
U-21	75.90	98.17	84.1	1	9,882	23	0	90,160	0	90,160	52,250	142,410
V-21	37.34	85.01	66.1	15	2,082	11	0	14,830	0	14,830	22,500	37,330
V-22	29.03	22.79	25.0	80	19,421	66	0	40,290	0	40,290	75,538	115,828
V-23	59.25	75.47	67.7	11	19,191	63	0	121,240	1,575	122,815	132,798	255,613
TOTAL												\$1,709,575

YEAR 14 (2033)

Q-22	52.25	59.99	55.5	31	32,387	85	2	200,610	525	201,135	145,125	346,260
Q-23	42.69	86.00	68.0	10	27,124	48	1	71,180	3,300	74,480	105,000	179,480
Q-24	86.66	37.89	78.3	2	2,262	4	0	14,330	3,000	17,330	3,590	20,920
R-15	0.00	100.00	71.2	5	273	1	0	110	900	1,010	2,500	3,510
R-16	31.10	40.41	35.9	73	15,573	33	0	27,640	8,425	36,065	37,250	73,315
R-17	53.59	39.93	47.2	45	35,199	77	0	84,690	11,525	96,215	84,585	180,800
R-18	52.45	59.13	55.9	30	70,076	160	3	236,140	14,450	250,590	263,000	513,590
R-19	48.84	34.13	43.1	59	97,060	202	0	308,940	34,100	343,040	222,770	565,810
TOTAL												1,883,685

City of Springfield
Sidewalk/Curb
Ramp
Rehabilitation
Schedule (By Map
Grid)

	S I D E W A L K	R A M P	C o m b i n e d	P r o j e c t	S i d e w a l k	M i s s i n g	S / W	O b s t r u c t i o n	S / W	R e h a b	R a m p	T o t a l
M A P	P R I O R I T Y	P R I O R I T Y	P R I O R I T Y	P r i o r i t y	L e n g t h	C o u n t	R a m p s	C o s t	C o s t	C o s t	C o s t	C o s t

YEAR 15 (2034)

R-20	59.43	55.71	57.4	26	44,894	129	2	156,250	15,850	172,100	214,595	386,695
R-21	52.32	58.75	56.0	29	34,790	108	5	140,360	3,000	143,360	182,770	326,130
R-22	68.77	62.84	66.4	14	48,593	127	1	332,040	14,150	346,190	235,255	581,445
R-23	55.66	45.05	51.6	37	26,092	66	0	166,120	1,900	168,020	105,255	273,275
R-24	63.03	90.35	77.5	4	2,838	15	0	30,520	0	30,520	34,375	64,895
S-16	52.38	39.21	45.5	48	9,609	21	0	33,770	150	33,920	37,370	71,290
TOTAL												\$1,703,730

YEAR 16 (2035)

S-17	50.29	57.30	54.9	32	49,757	179	1	186,990	3,375	190,365	351,545	541,910
S-18	64.17	58.82	61.5	19	56,689	144	0	243,140	5,125	248,265	251,940	500,205
S-19	47.12	43.79	45.3	50	65,430	131	4	156,260	10,925	167,185	200,950	368,135
S-20	62.62	53.48	58.0	22	68,147	142	0	224,800	14,800	239,600	251,355	490,955
TOTAL												\$1,901,205

YEAR 17 (2036)

S-21	77.92	55.10	69.0	8	29,025	69	0	177,990	0	177,990	114,675	292,665
S-22	52.22	30.37	42.0	60	21,493	60	0	110,470	75	110,545	98,090	208,635
S-23	53.27	51.35	52.5	35	6,308	13	0	32,800	1,225	34,025	25,375	59,400
T-16	14.77	16.84	16.4	89	2,859	10	0	1,990	0	1,990	7,500	9,490
T-17	63.56	62.28	62.9	18	8,856	24	0	39,210	0	39,210	48,800	88,010
T-18	51.98	50.10	51.0	40	37,922	98	0	130,130	9,000	139,130	145,265	284,395
T-19	46.45	39.25	43.1	58	24,963	56	0	87,560	1,150	88,710	79,445	168,155
T-20	74.69	65.35	71.2	6	38,951	80	2	245,410	4,400	249,810	148,570	398,380
TOTAL												\$1,509,130

ⁱ https://www.eeoc.gov/eeoc/history/35th/videos/ada_signing_text.html

One-rdg. X
P. Hmgs.
Pgs. 6
Filed: 11-12-19

Sponsored by: Hosmer

First Reading:

Second Reading:

COUNCIL BILL NO. 2019-267

SPECIAL ORDINANCE

AN ORDINANCE

1 AUTHORIZING the City Manager, or his designee, to accept an Environmental
2 Workforce Development and Job Training Grant in the amount of
3 \$200,000 from the United States Environmental Protection Agency
4 ("EPA") for the purpose of creating job training programs that
5 recruit, train, and place local unemployed and under-employed
6 residents into full-time employment in the environmental field, and
7 to enter into necessary agreements to carry out the grant;
8 amending the budget of the Department of Workforce Development
9 for Fiscal Year 2019-2020 in the amount of \$200,000 to appropriate
10 the grant funds; and declaring that this bill qualifies for approval on
11 one reading.
12 _____
13

14 WHEREAS, the City's Departments of Workforce Development and Department
15 of Planning and Development have collaborated with Bryan Career College-
16 Incorporated, the Neighborhood Advisory Council, the Drew Lewis Foundation, Inc.,
17 Community Partnerships of the Ozarks, Inc., and numerous employers to develop an
18 application for the United States Environmental Protection Agency ("EPA") Workforce
19 Development and Job Training Grant; and
20

21 WHEREAS, in response to the application the EPA has awarded \$200,000.00 in
22 grant funds; and
23

24 WHEREAS, this is the third successful application made by the City, in
25 collaboration with partners, to the EPA Environmental Workforce Development and Job
26 Training Grant; and
27

28 WHEREAS, an amendment to the budget of the Department of Workforce
29 Development for the Fiscal Year 2019-2020 has been approved and recommended by
30 the City Manager.
31

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

34 Section 1 – The City Manager, or his designee, is hereby authorized to accept an
35 Environmental Workforce Development and Job Training Grant from the EPA as set out
36 in “Exhibit A,” which is attached hereto and incorporated herein by reference, for receipt
37 and use by the City’s Department of Workforce Development, and to do all things
38 necessary to accept and to carry out the grant, including the execution of contracts,
39 provided the form of any such contract is approved by the City Attorney.
40

41 Section 2 – The budget of the City’s Department of Workforce Development, for
42 Fiscal Year 2019-2020, is hereby amended in the accounts and in the amounts as
43 shown on Budget Adjustment No. 20 in the Amount of \$200,000.00, a copy of which is
44 attached hereto and incorporated herein by reference as “Exhibit B.”
45

46 Section 3 – The City Council finds that the budget adjustment made above has
47 been recommended by the City Manager.
48

49 Section 4 – The City Manager is directed to cause the appropriate accounting
50 entries to be made in the books and records of the City. In the event additional funding
51 is provided under this grant by the grantor, the Director of Finance is hereby authorized
52 to adjust this appropriation by an amount not to exceed 20 percent.
53

54 Section 5 – The City Council hereby finds and declares that this Ordinance
55 authorizes the acceptance of grant funds from the State of Missouri and may be passed
56 as a one-reading ordinance under City Charter Section 2.16(25) as it relates to a
57 contract for the acceptance of grant funds from a state or federal agency. This
58 Ordinance shall be in full force and effect from and after passage.
59

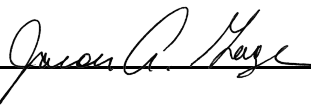
60 Passed at meeting: _____
61

62 _____
63 Mayor
64

65 Attest: _____, City Clerk
66

67 Filed as Ordinance: _____
68

69 _____
70 Approved as to form: , Assistant City Attorney
71

72 _____
73 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019-267

FILED 11-12-19

ORIGINATING DEPARTMENT: Workforce Development.

PURPOSE: Authorizing the City Manager, or his designee, to accept an Environmental Workforce Development and Job Training Grant in the amount of \$200,000 from the United States Environmental Protection Agency ("EPA") for the purpose of creating job training programs that recruit, train, and place local unemployed and under-employed residents into full-time employment in the environmental field, and to enter into necessary agreements to carry out the grant; amending the budget of the Department of Workforce Development for Fiscal Year 2019-2020 in the amount of \$200,000 to appropriated the grant funds; and declaring that this bill qualifies for approval on one reading.

BACKGROUND INFORMATION: The Department of Workforce Development has been successful in obtaining two other EPA grants to operate the Green for Greene Program, whose graduates have obtained employment in the environmental field. The Department of Workforce Development, the Department of Planning and Development, Bryan Career College-Incorporated, the Neighborhood Advisory Council, the Drew Lewis Foundation, Inc., Community Partnerships of the Ozarks, Inc., and numerous employers joined together for this third-round application. Employer support letters were provided by Environmental Works, Inc., Sunbelt Environmental Services, Inc., Gerken Environmental Enterprise, Inc., and Heavy Construction Laborers' Local Union No. 663.

The purpose of this grant is to create job training program that recruit, train, and place low income and minority residents of waste-impacted communities, veterans, and those with little to no advanced education; and residents of communities impacted by a variety of waste facilities, blighted properties, contaminated sites, and other environmental and solid waste management and remediation, water quality improvement, chemical safety, or pesticide management. Training will be based on local labor market assessments and employers' hiring needs, with graduates securing multiple certification.

The \$200,000 awarded by the EPA may be used for training, personnel costs, training materials, outreach, support services, etc, within the three-year funding period. Fifty-six (56) individuals are expected to enroll in training for the program in order to become certified in different environmental fields.

While there is no cost-sharing requirement for this grant, leveraging of resources may occur. A regional impact is anticipated by providing the opportunity for expanded training respecting environmental issues outside the traditional scope of Brownfields remediation.

This Ordinance authorizes the acceptance of grant funds from the state or federal government and may be passed as a one-reading ordinance pursuant to City Charter Section 2.16(25) as it relates to a contract for acceptance of grant funds from a state or federal agency.

Submitted by: Karen Dowdy, Compliance Coordinator

Recommended by:



Sally Payne, Assistant Director
Department of Workforce Development

Approved by:



Jason Gage, City Manager



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF
LAND AND EMERGENCY
MANAGEMENT

October 24, 2019

Ms. Mary Ann Rojas
Director of Workforce Development
City of Springfield
Department of Workforce Development - Missouri Job Center
2900 East Sunshine Street
Springfield, MO 65804

Dear Ms. Rojas:

On behalf of the United States Environmental Protection Agency (EPA), I am pleased to inform you that the City of Springfield has been selected as one of the entities EPA will begin negotiations with to award an Environmental Workforce Development and Job Training cooperative agreement. The City of Springfield submitted a great proposal, and we appreciate the tremendous commitment of time and energy that went into its preparation.

Through the Environmental Workforce Development and Job Training (EWDJT) grant program, EPA is working to help states and communities throughout the nation put unemployed and underemployed citizens back to work by training them to clean up and revitalize brownfields and other hazardous waste sites, as well as, addressing other environmental issues in their respective communities.

We fully expect that these EWDJT projects will provide benefits to both the environment and the economy of local communities. The EPA Region 7 Job Training Coordinator, Alma Moreno-Lahm, will be working closely with your organization to negotiate a cooperative agreement prior to the award of the grant. Alma Moreno-Lahm will work with your organization to develop a work plan that will identify the specific elements of your environmental workforce development training and further define how your identified partners will be involved.

We look forward to working with your staff to provide environmental training and employment for community residents.

Sincerely,

A handwritten signature in dark ink, appearing to read "David R. Lloyd", is positioned above the printed name.

David R. Lloyd, Director
Office of Brownfields and Land Revitalization

cc: Alma Moreno-Lahm
Wendy Graves

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit B

Budget Adjustment
020

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28210	416010	000000	00000	\$ 200,000.00	FEDERAL GRANT REVENUE - EPA BROWNSFIELD GRANT FY 2020-2022
Net Revenue Adjustment						\$ 200,000.00	

Expenditures:

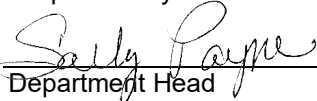
Fund	Dept	Org	Account	P&G	Location	Amount	Description
24350	21	28210	500110	000000	00000	\$ 26,054.00	BASE SALARIES
24350	21	28210	500210	000000	00000	1,158.33	LAGERS CONTRIBUTION
24350	21	28210	500250	000000	00000	1,993.13	FICA CONTRIBUTION
24350	21	28210	500260	000000	00000	5,820.00	HEALTH INS CONTRIBUTION
24350	21	28210	500280	000000	00000	260.54	WORKMENS COMP CONTRIBUTION
24350	21	28210	505690	000000	00000	5,800.00	TRAVEL
24350	21	28210	502680	000000	00000	146,160.00	OCCUPATIONAL SKILLS TRAINING
24350	21	28210	502010	000000	00000	1,800.00	ADVERTISING - OUTREACH
24350	21	28210	501240	000000	00000	1,500.00	OFFICE SUPPLIES
24350	21	28210	501160	000000	00000	672.00	FOOD SUPPLIES
24350	21	28210	502580	000000	00000	7,000.00	VOUCHER - EMERGENCY TRANSPORTATION
24350	21	28210	502340	000000	00000	1,782.00	PARTICIPANT COSTS
Net Expenditure Adjustment						\$ 200,000.00	

Fund Balance Appropriation:

Fund	Title	Amount

Explanation: To amend the FY2019-20 budget to appropriate an Environmental Workforce Development and Job Training grant from the U.S. Environmental Protection Agency.

Requested By:


Department Head

11/14/19
Date

Approved By:


Director of Finance

11/14/19
Date

Authorization:

Council Bill No. 2019-267
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

City Manager Date

One-rdg. _____
P. Hrngs. _____
Pgs. 5
Filed: 11-12-19

Sponsored by: Ollis

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 268

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the plans and specifications for construction of Blackman Woods Lift
2 Station Relief Sewer; and to accept the bid of Accurate Excavating of
3 S.W. Mo., Inc. in the amount of \$95,808.00 for the project; and
4 authorizing the City Manager or his designee to enter into a contract
5 with such bidder for said improvement.
6 _____
7

8 WHEREAS, the Blackman Woods Lift Station Relief Project (hereinafter
9 "Project") is necessary to retire an existing sanitary sewer lift station, and to replace it
10 with a gravity sewer that will decrease operating and maintenance costs; and
11

12 WHEREAS, plans, specifications, and a cost estimate for the Project have been
13 prepared by Olsson, Inc., and are on file in the office of the Director of Environmental
14 Services; and
15

16 WHEREAS, bids for this Project were solicited by advertisement in *The Daily*
17 *Events* from September 28, 2019, through October 2, 2019, and all bids were opened
18 on October 29, 2019; and
19

20 WHEREAS, Accurate Excavating of S.W. Mo., Inc. is the lowest responsive and
21 responsible bidder for the Project.
22

23 NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF
24 SPRINGFIELD, MISSOURI, as follows, that:
25

26 Section 1 – City Council hereby approves the plans and specifications for the
27 Project generally referred to as the Blackman Woods Lift Station Relief Sewer, Plan No.
28 8PW0006125, and accepts the bid of Accurate Excavating of S.W. Mo., Inc. for said
29 Project, at the price and sum of \$95,808.00, except as said sum may be lawfully
30 increased or decreased by the actual quantities of work units involved.
31

32 Section 2 – The City Manager, or his designee, is hereby authorized to enter into
33 a contract with said bidder, provided said contract is in a form approved by the City

34 Attorney and in accordance with the terms of the bid, the plans, and the specifications of
35 the Project, and to do all things necessary to carry out the intent of the contract.
36

37 Section 3 – All workers performing work under the contract shall be paid a wage
38 of no less than the prevailing hourly rate of wages for work of a similar character in this
39 locality or the public works contracting minimum wage, whichever is applicable.
40 Contractor shall fully comply with the provisions and requirements of the Missouri State
41 Prevailing Wage Law. Contractors and any subcontractor performing work under this
42 contract must provide a 10-hour OSHA construction safety training program, or similar
43 program approved by the Department of Labor, for on-site employees, unless
44 employees demonstrate they previously completed the program.
45

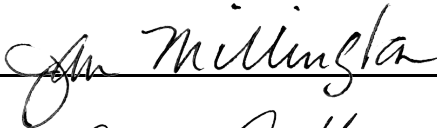
46 Section 4 – This Ordinance shall be in full force and effect from and after
47 passage.
48

49 Passed at meeting: _____
50

51
52 _____
53 Mayor
54

55 Attest: _____, City Clerk
56

57 Filed as Ordinance: _____
58

59
60 Approved as to form: , Assistant City Attorney
61

62
63 Approved for Council action: , City Manager

EXPLANATION TO COUNCIL BILL 2019- 268

FILED: 11-12-19

ORIGINATING DEPARTMENT: Environmental Services

PURPOSE: Approving the plans and specifications for construction of Blackman Woods Lift Station Relief Sewer; and to accept the bid of Accurate Excavating of S.W. Mo., Inc., in the amount of \$95,808.00 for the project; and authorizing the City Manager or his designee, to enter into a contract with such bidder for said improvement.

BACKGROUND:

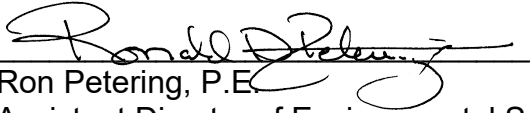
1. This project is needed to retire a costly Sanitary Sewer Lift Station, and to replace it with a gravity sewer that will result in a decrease in operating and maintenance costs.
2. Plans, specifications, and a cost estimate have been prepared by Olsson Inc., for the Department of Environmental Services and are on file in the Director's office.
3. The project was advertised in the *Daily Events* on September 28, 2019, through October 2, 2019.
4. Bids were opened in the Busch Building on October 29, 2019, at 10:30 a.m. The following bids were received:

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>
Accurate Excavating of SW Mo. Inc.	\$ 95,808.00
K&B Equipment LLC.	\$ 112,461.00
Hamilton and Dad Inc.	\$ 205,479.50
Southard Construction Co. of Joplin	\$ 239,850.00
Engineer's Estimate	\$ 116,950.00

5. During the advertising phase an effort was made to add interest among local contractors, additional solicitations were made by mailing Notice to Contractor No. 2705 to multiple potential contractors. Accurate Excavating of SW Mo. Inc submitted the low bid which is within the original budget for the project. The Environmental Services Department recommends authorizing award of this project Accurate Excavating of SW Mo.
6. This project will be funded by the FY 2020 Environmental Services Clean Water Fund operating budget.

REMARKS: Environmental Services recommends passage of this Council Bill.

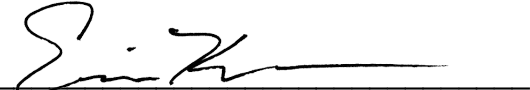
Submitted by:



Ron Petering, P.E.

Assistant Director of Environmental Services

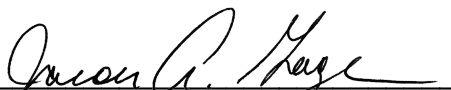
Recommended by:



Errin Kemper, P.E.

Director of Environmental Services

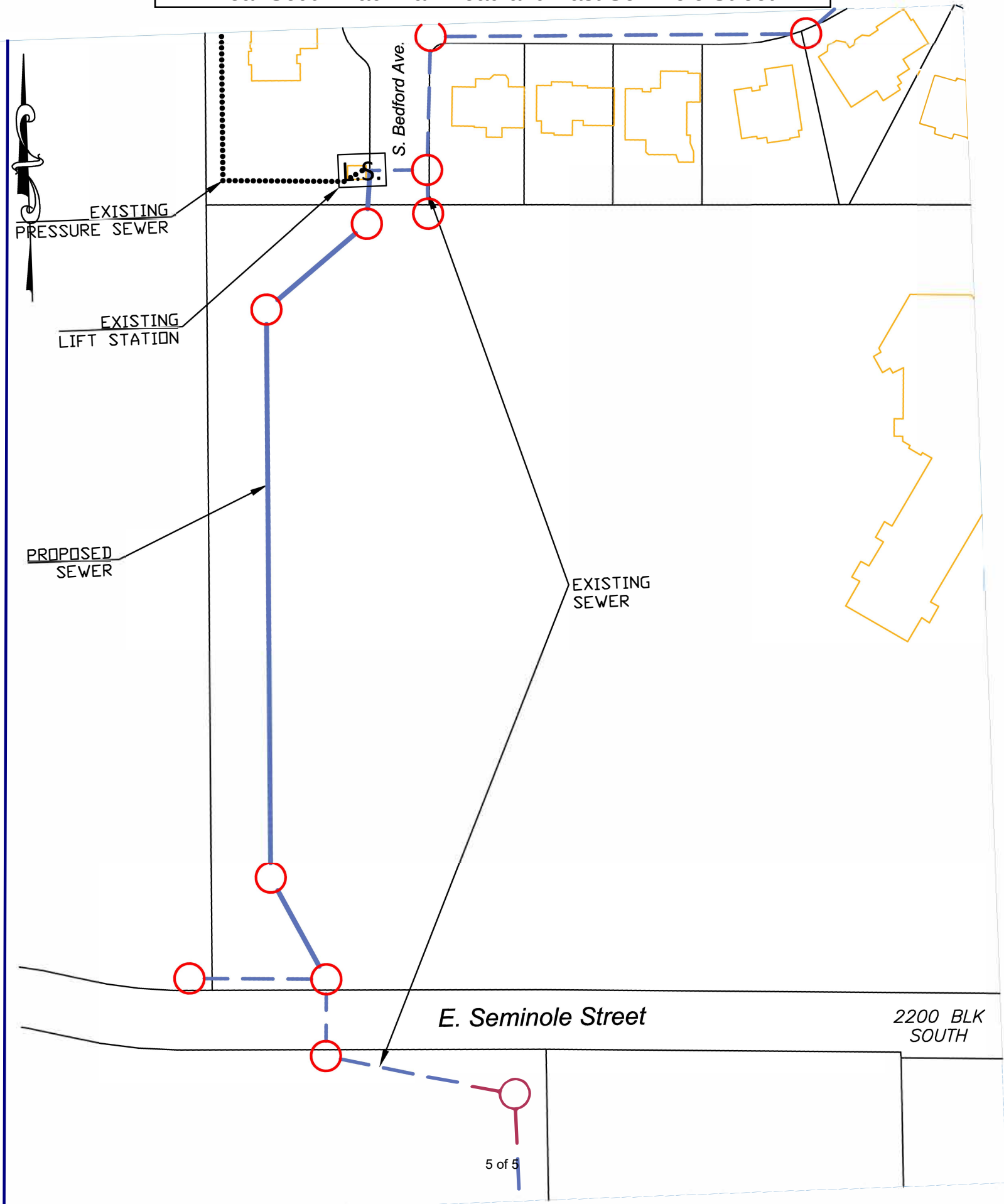
Approved by:



Jason Gage
City Manager

Exhibit A

Blackman Woods Lift Station Relief
Near South Blackman Road and East Seminole Street



One-rdg. _____
P. Hrngs. _____
Pgs. 4
Filed: 11-12-19

Sponsored by: Fisk

First Reading: _____

Second Reading: _____

COUNCIL BILL 2019- 269

SPECIAL ORDINANCE _____

AN ORDINANCE

1 AMENDING the budget of the City of Springfield for Fiscal Year 2019–2020 in the
2 amount of \$2,000,000, for the purpose of appropriating funds to complete
3 the upgrade of the Trunked Radio System and purchase P-25 compliant
4 radio equipment.
5 _____
6

7 WHEREAS, the Trunked Radio System (“TRS”) was purchased in April 2000 and
8 has been operational since 2002; and
9

10 WHEREAS, the TRS supports approximately 4,500 public safety and critical
11 infrastructure users; and
12

13 WHEREAS, the TRS is operated by City Utilities of Springfield with the costs of
14 operations, maintenance, and infrastructure shared equally between the City, City
15 Utilities, and Greene County; and
16

17 WHEREAS, during the past five years each TRS partner has been contributing
18 capital in a reserve fund held by City Utilities to pay for upgrades to the TRS; and
19

20 WHEREAS, the remaining balance for the City’s contribution is \$2,000,000, with
21 \$866,583, for upgrading to P-25 compliant radios and equipment; and
22

23 WHEREAS, the funds appropriated by this Ordinance will complete the City’s
24 obligation to pay for TRS system infrastructure upgrades and needed radio equipment.
25

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

29 Section 1 – The budget of the City for Fiscal Year 2019-2020 is hereby amended
30 in the accounts and in the amounts as shown on Budget Adjustment No. 021, a copy of
31 which is attached hereto and incorporated by this reference as “Exhibit A.”
32

33 Section 2 – The City Manager is hereby directed to cause the appropriate

accounting entries to be made in the books and records of the City to reflect the budget adjustment described in "Exhibit A."

Section 3 – 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: A. Charles T. Wiedner, Assistant City Attorney

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

EXPLANATION TO COUNCIL BILL 2019-269

FILED: 11-12-19

ORIGINATING DEPARTMENT: Finance

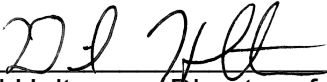
PURPOSE: Amending the budget of the City of Springfield for Fiscal Year 2019-2020, by appropriating \$2,000,000, of designated funds for the Trunked Radio System, to complete the upgrade of the system infrastructure and purchase P-25 compliant radio equipment.

BACKGROUND INFORMATION: The Trunked Radio System ("TRS") was purchased in April 2000 and went operational in 2002. The TRS supports approximately 4,500 public safety and critical infrastructure users with the vast majority working at the county and municipal levels. The TRS is operated by City Utilities of Springfield with the costs of operations and maintenance, and infrastructure shared equally by the City of Springfield ("City"), City Utilities of Springfield ("CU"), and Greene County through a Participation Agreement governing the operation of the TRS.

During the past five years, the TRS has been planning an upgrade of the system infrastructure electronics and subscriber radios. The new system will be all digital, IP-based, and compliant with the Association of Public-Safety Communication Officials ("APCO") Project 25 ("P-25") Phase I Common Air Interface standard. Each entity has been contributing capital into a reserve fund held by CU to help pay for part of the system upgrade (approximately \$1.33 million each). The remaining balance for each entity, \$1,133,417, has been set-aside by the City including \$866,583, for P-25 compliant radios and equipment. These funds will complete the City's requirements to pay for the TRS system infrastructure upgrade and needed radio equipment.

Submitted by:

Approved by:



David Holtmann, Director of Finance



Jason Gage, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
021

Revenues:

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

Expenditures:

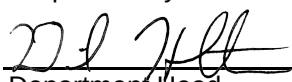
Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	09	14120	502730			\$ 1,133,417	Trunked Radio System Project
10110	09	14120	508130			866,583	P-25 compliant radio and equipment
Net Expenditure Adjustment						\$ 2,000,000	

Fund Balance Appropriation:

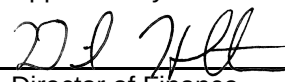
Fund	Title	Amount
10110	General Fund Fund Balance	\$ (2,000,000)

Explanation: To amend the FY2019-20 budget and appropriating General Fund fund balance for the amount previously set aside for the trunked radio system project and the purchase of P-25 compliant radios.

Requested By:


Department Head 11/14/19
Date

Approved By:


Director of Finance 11/14/19
Date

City Manager Date

Authorization:

Council Bill No. 2019-269
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

One-rdg. _____
P. Hrngs. _____
Pgs. 6
Filed 11-01-19

Sponsored by McGull

First Reading _____

Second Reading _____

COUNCIL BILL 2019- 270

SPECIAL ORDINANCE _____

AN ORDINANCE

1 APPROVING the sale of real property at 2230 North East Avenue to Reed
2 Enterprises, LLC, for \$5,000.00; and authorizing the issuance of a
3 deed for same.
4 _____
5

6 WHEREAS, the City acquired the real estate generally located at 2230 North
7 East Avenue (the "Property") through the dangerous-building program; and
8

9 WHEREAS, total acquisition costs, including legal costs, demolition costs, etc.,
10 were \$9,641.44; and
11

12 WHEREAS, after declaring the Property to be surplus, the Land Inventory
13 Committee put the Property out for public bid; and
14

15 WHEREAS, Reed Enterprises, LLC, offered to buy the property for \$5,000.00, an
16 offer the City Manager considers acceptable because there were no bids for the
17 property after two previous attempts to sell, and the lot is buildable because it is
18 grandfathered in; and
19

20 WHEREAS, disposition of real property calls for City Council approval; and
21

22 WHEREAS, net proceeds from the sale of surplus property are returned to the
23 fund from which the property was purchased, up to the amount of the purchase price.
24

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

28 Section 1 – City Council hereby approves the sale of the property generally
29 located at 2230 North East Avenue and depicted on "Exhibit A," which is attached
30 hereto and incorporated herein by this reference, to Reed Enterprises, LLC, for
31 \$5,000.00.
32

33 Section 2 – City Council hereby authorizes the Mayor to execute such

documents as are necessary to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

Section 3 – City Council hereby authorizes the Mayor to execute a “Special Warranty Deed,” said document to be substantially similar to “Exhibit B,” which is attached hereto and incorporated herein by this reference so as to convey title to the real estate to the purchaser herein consistent with the offer and acceptance.

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 -270

FILED: 11-12-19

ORIGINATING DEPARTMENT: City Manager's Office

PURPOSE: Approving the sale of real property at 2230 North East Avenue to Reed Enterprises, LLC, for \$5,000.00; authorizing the issuance of a deed for same.

BACKGROUND INFORMATION: The City acquired the property generally located at 2230 North East Avenue through the dangerous-building program. Total acquisition costs, including legal costs, demolition costs, etc., were \$9,641.44. The City received the offer to purchase noted above. The bid is acceptable because there were no bids for the property after two previous attempts to sell and the lot is buildable only because it is grandfathered in. No City department needs the property, and it does not have a public purpose. A real-estate conveyance requires City Council's approval. Net proceeds from the sale of the property will be returned to the fund from which the property was purchased, up to the amount of the purchase price. City Council has stated its intent to put any additional unrestricted proceeds from the sale of surplus property into the Police-Fire Pension Fund.

REMARKS: The above Council Bill originated with the Land Inventory Committee. Pursuant to "Administrative Memorandum #5D," the committee has declared the above property to be surplus.

Submitted by:


Duke McDonald, Assistant City Attorney

Recommended by:


Collin Quigley, Assistant City Manager

Approved by:


Jason Gage, City Manager



City of Springfield, Missouri

Exhibit A

2230 North East Street



Printed: Mar 30, 2018

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

Exhibit B

SPECIAL WARRANTY DEED

THIS DEED is made on the ____ day of _____, 20__, by and between the City of Springfield, Missouri, Grantor, and Reed Enterprises, LLC, Grantee, at 807 E. Kearney, Springfield, Missouri 65803.

The Grantor, for valuable consideration, to it paid by the Grantee (the receipt of which is hereby acknowledged) does by these presents, SELL and CONVEY unto Grantee, and Grantee's successors and assigns, the following described lots, tracts or parcels of land, lying, being and situate in the County of Greene and State of Missouri, to wit:

All of Lot Forty-two (42), Block Seven (7), Hobart's Third Addition to the City of Springfield, Greene County, Missouri, addressed as 2230 N. East Avenue.

SUBJECT TO: (a) easements, restrictions, reservations, and other agreements and matters of record, if any, (b) taxes and assessments, general and special, not now due and payable; and, (c) rights of the public in and to the parts thereof in streets, roads or alleys.

TO HAVE AND TO HOLD the premises aforesaid, with all and singular the rights, privileges, appurtenances, and immunities thereto belonging or in any way appertaining unto the Grantee and unto Grantee's successors and assigns forever; the Grantor, hereby covenanting that the said premises are free and clear from any encumbrance done or suffered by it, except as herein provided; and, that it will warrant and defend the title to said premises unto the Grantee and unto its successors and assigns forever, against the lawful claims and demands of all persons claiming under it, except as herein provided.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed the day and year above written.

SEAL

THE CITY OF SPRINGFIELD, MISSOURI

By: _____

Ken McClure, Mayor

Attest:

Anita J. Cotter, City Clerk

STATE OF MISSOURI)

)

COUNTY OF GREENE)

ACKNOWLEDGMENT

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, in his capacity as Mayor of The City of Springfield, Missouri, a municipal corporation, and acknowledged said instrument with authority and on behalf of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in Springfield, Missouri, this ____ day of _____, 20__.

Notary Public

My term of office expires: _____

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: *Achale T. Wudu*, 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.

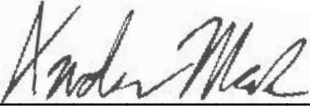
CONDITIONS:

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:



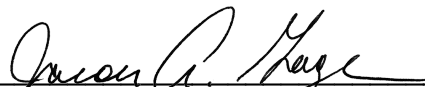
Andrew Menke, Assistant Planner

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:

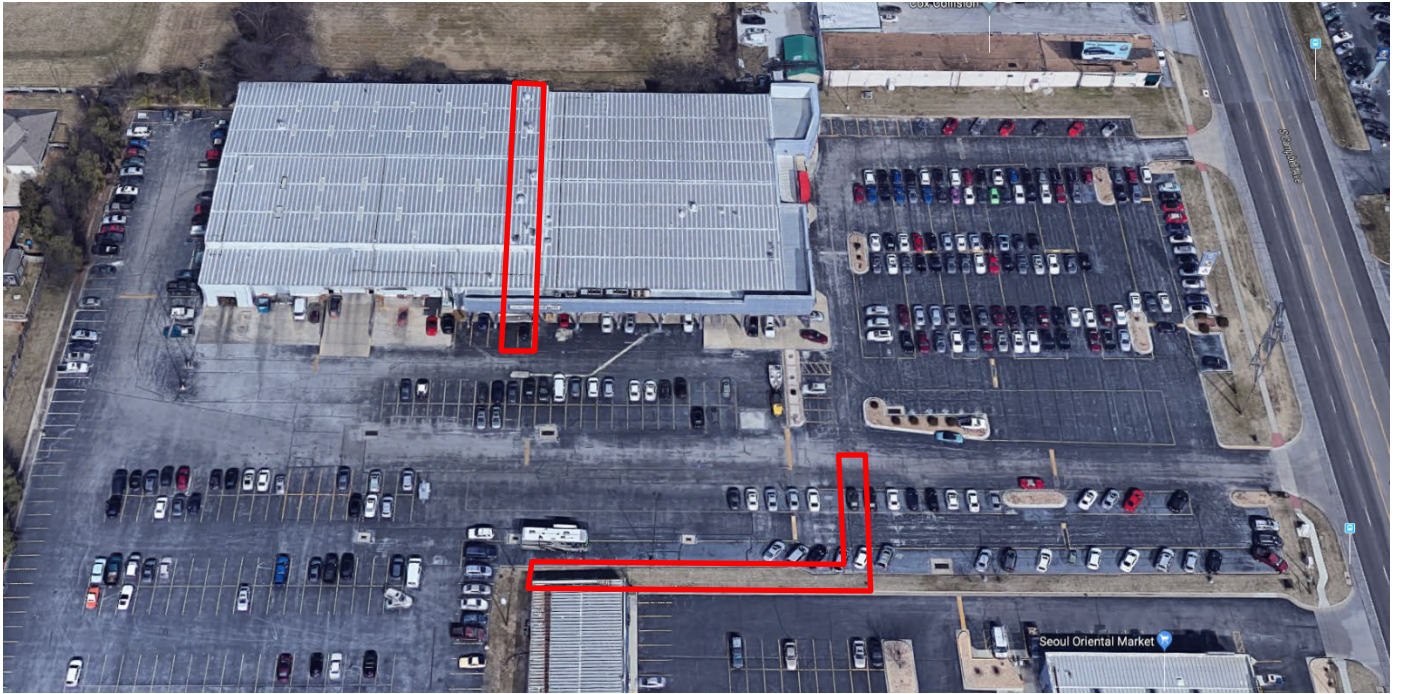
1. The applicant completes the public improvements to the proposed sanitary sewer easement area and the construction of those improvements is accepted by the City.

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.

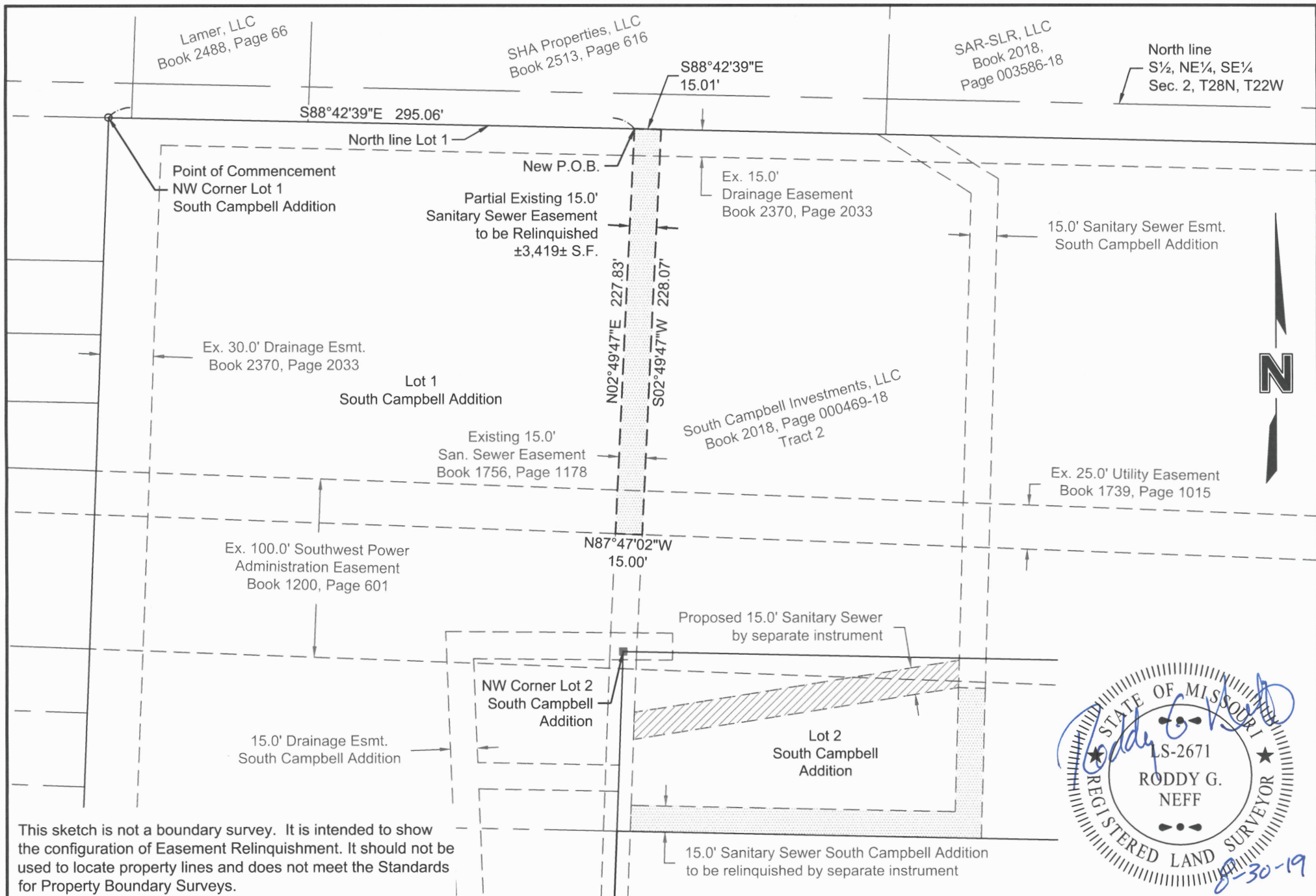
Containing 3,419 square feet, more or less, and subject to any rights-of-way, easements, and restrictions of record.

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

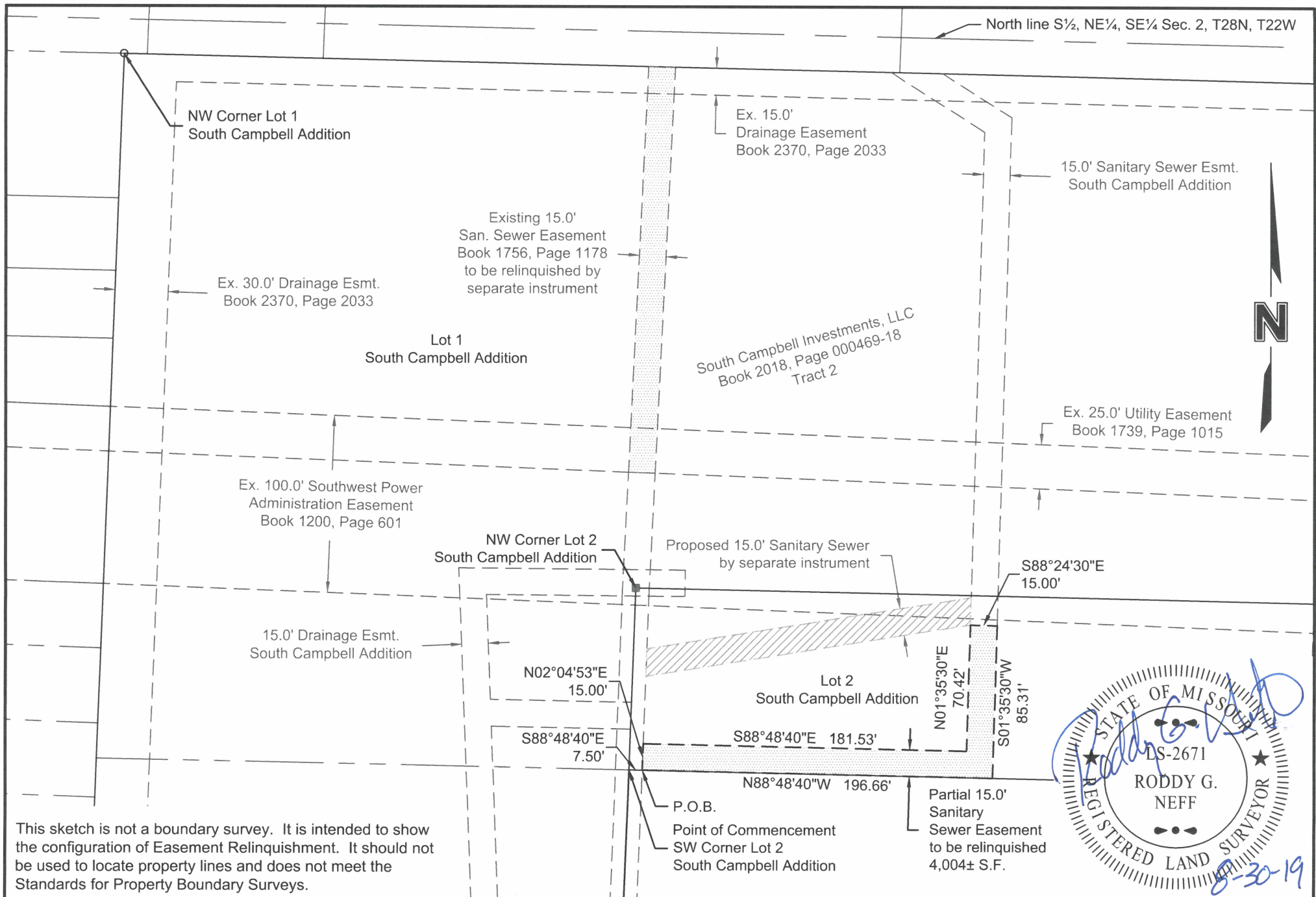
Page 10 of 11

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