City of Springfield

Agenda

Revised

City Council

Jeff Schrag, Mayor

Zone Councilmembers	General Councilmembers
Monica Horton, Zone 1	Heather Hardinger, General A
Abe McGull, Zone 2	Craig Hosmer, General B
Brandon Jenson, Zone 3	Callie Carroll, General C
Bruce Adib-Yazdi, Zone 4	Derek Lee, General D

August 10, 2026 **6:30 PM** **Regional Police-Fire Training Center**
2620 West Battlefield Road
Room 101, 102, and 103

Rules and procedures.

1. ROLL CALL.

2. APPROVAL OF MINUTES.

2.1. Approval of Minutes of the July 27, 2026, City Council Meeting and the July 23, 2026, and August 3, 2026, 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 MEETING.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2026-160 (Lee)
A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri (“City Utilities”) or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

6.2. Council Bill 2026-168 (Carroll)
A special ordinance amending the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to

adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

6.3. Council Bill 2026-169 (Hardinger)
A special ordinance amending the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses, and appropriating $158,142.92 in fund balance for transfer to the General Fund.

6.4. Council Bill 2026-170 (Hosmer)
A special ordinance amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

6.5. Council Bill 2026-171 (Lee)
A special ordinance amending the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

6.6. Council Bill 2026-172 (McGull)
A special ordinance amending Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

7. RESOLUTIONS.

Citizens May Speak. May Be Voted On.

7.1. Council Bill 2026-173 (Carroll)
A resolution authorizing the City Manager, or designee, to apply for federal grant funds in the amount of $300,000 from the World Wildlife Fund National Household Wasted Food Prevention Project to fund the Springfield FoodWise Initiative, a community-based program designed to help households build practical habits to prevent food waste.

8. EMERGENCY BILLS.

8.1. Council Bill 2026-178 (Schrag)
A special ordinance submitting proposed amendments to the Springfield City Charter to the qualified voters of the City at the General Election to be held on November 3, 2026, for the purpose of supporting City Council’s Operational Excellence priority; and declaring an emergency.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.
Citizens May Speak. May Be Voted On.

11. AMENDED BILLS.

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

12.1. Council Bill 2026-174 (Jenson)
A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.5 acres of property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial District; R-MX2, Mixed-density Neighborhood – Medium District; and R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map. (By: Westward Land Co. LLC; 1006 W. Buena Vista St.; Z-16-2026.)

12.2. Council Bill 2026-175 (Jenson)
A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, and 834 South Kansas Avenue from R-MX1, Mixed-density Neighborhood – Low District and R-MX2, Mixed-density Neighborhood - Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map. (By: Ege Properties, LLC, Ege Holdings, LLC metal; 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue; Z-17-2026.)

13. FIRST READING BILLS. Requiring One Reading.
Citizens May Speak. May Be Voted On.

14. FIRST READING BILLS. Requiring Two Readings.
Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2026-176 (Horton)
A special ordinance authorizing the City of Springfield, Missouri, to enter into an Agreement with RJ Ventures LLC for the purpose of purchasing the real estate located at 724 North Campbell Avenue for the not to exceed price of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00); and authorizing the City Manager, or designee, to execute the same by and on behalf of the City of Springfield.

14.2. Council Bill 2026-177 (Schrag)
A general ordinance amending the Springfield City Code Chapter 2, "Administration," and Chapter 62, "Human Rights," and adding new regulations relating to the Mayor's Commission on Human Rights and Community Relations.

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

16. NEW BUSINESS.

16.1. The Public Involvement Committee recommends the following reappointments to the Springfield-Greene County Board of Equalization: Courtney Watson (Pinkham-Martin) and Todd Thomas, with terms to expire April 1, 2029.

16.2. Recommendation from the Community Involvement Committee regarding review and potential recommendation of an initiative to place informational signs at certain roadway locations to inform motorists and those in need of community service providers.

16.3. Refer to the Community Involvement Committee evaluation of the Economic Development Incentive Policy Manual framework.

16.4. As per RSMo. 09.230 (4), City records that are on file in the City Clerk's office and have met the retention schedule will be destroyed in compliance with the guidelines established by the Secretary of State's office.

17. UNFINISHED BUSINESS.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

19.1. Council Bill 2026-179 (McGull)
A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Gott's Valley, generally located at 3830 East Division Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (By: East Division Development, LLC; Fairfield Village Property Investors, LLC & Park Place Meridian SPE, LLC; 3830 East Division Street; Preliminary Plat of Gott's Valley.)

20. CONSENT AGENDA – ONE READING BILLS. See Item #3.

20.1. Council Bill 2026-180 (Lee)
A resolution confirming the Mayor's appointment of Dr. Edward Walton and Stephanie Anderson to the Tax Increment Financing Advisory Commission; and acknowledging the appointments of John Russell made by Greene County and Dr. Tyler Overstreet made by the Republic R-3 School District.

20.2. Council Bill 2026-181 (Hosmer)
A special ordinance authorizing the City Manager, or designee, to accept grant funds in the amount of $38,200, from a Section 402 State and Community Highway Safety Grant through the Missouri Department of Transportation, to support the City's current pedestrian safety education program known as "SGF Yields" and to enter into a,

"SafeAcross" Program Agreement; amending the budget of the Department of Public Works for Fiscal Year 2026-2027 in the amount of $38,200 upon award of the grant; and declaring that this Ordinance qualifies as a one-reading bill pursuant to Section 2.16(25) of the City Charter.

21. CONSENT AGENDA – SECOND READING BILLS.

22. END OF CONSENT AGENDA.

23. ADJOURN.

July 23, 2026
Springfield, Missouri
8:45 a.m.

The City Council met in special session on July 23, 2026, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building, 840 Boonville. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Adib-Yazdi, Councilmember Horton, Councilmember Jenson, Councilmember Lee, and Mayor Schrag. Absent: Councilmember McGull and Councilmember Carroll*.

*Arrived immediately following the vote to go into Closed Session.

Closed Session

Councilmember Hosmer moved for City Council to hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilmember Jenson seconded the motion, and it was approved with the following vote: Ayes: Councilmember Hosmer, Mayor Pro Tem Hardinger, Councilmember Adib-Yazdi, Councilmember Horton, Councilmember Jenson, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: None. Absent: Councilmember McGull. Abstain: None.

Prepared by
Julie Greer

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Anita J. Cotter, MMC/MPCC
City Clerk

DRAFT

City of Springfield

Agenda

City Council

Jeff Schrag, Mayor

Zone Councilmembers	**General Councilmembers**
Monica Horton, Zone 1	Heather Hardinger, General A
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Brandon Jenson, Zone 3	Callie Carroll, General C
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July 27, 2026 **6:30 PM** **Regional Police-Fire Training Center**
2620 West Battlefield Road
Room 101, 102, and 103

1. ROLL CALL.
Present: Councilmember Hosmer, Councilmember Horton, Councilmember Jenson, Councilmember McGull, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Absent: None.

2. APPROVAL OF MINUTES. Approved as Presented.

2.1. Approval of Minutes of the July 13, 2026, City Council Meeting and the July 20, 2026, Special City Council Meeting.

Councilmember Jenson moved to approve the minutes of the July 13, 2026, City Council Meeting, and July 20, 2026, Special City Council Meetings as presented. Mayor Pro Tem Hardinger seconded the motion, and it was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

3. FINALIZATION AND APPROVAL OF CONSENT AGENDAS. Approved as Amended.
CITIZENS WISHING TO SPEAK TO OR REMOVE ITEMS FROM THE CONSENT AGENDAS MUST DO SO AT THIS TIME.

Anita J. Cotter, City Clerk, advised a request had been received to remove the appointment of Pamela Hernandez to the Springfield-Greene County Library Board and the appointment of Blanca Judith Martinez Garcia to the Art Museum Board from the Consent Agenda Second Reading Bills. She advised the removed items would be considered as Item 17.1 and Item 17.2 under Unfinished Business.

The Consent Agenda was approved as amended by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll,

Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

4. CEREMONIAL MATTERS.

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

David Cameron, City Manager, provided an update regarding several significant City investments aligned with City Council's strategic priorities. He noted the written City Manager's report included updates regarding the Springfield Art Museum expansion, Renew Jordan Creek, Historic City Hall, and several voter-approved transportation projects. He advised the report was available to the public and was intended to provide continuing updates regarding major projects and policy discussions.

Mr. Cameron reported the City had been awarded more than $4.5 million in new Environmental Protection Agency Brownfields funding to support the next phase of Renew Jordan Creek and related environmental cleanup. He advised the funding would help position the corridor for future development. He noted major transportation improvements associated with phase one were nearing completion, and work would continue on stormwater, water quality, and placemaking improvements. He further advised the project remained on track for substantial completion by the end of the year.

Mr. Cameron discussed the importance of continuing to communicate the purpose and future vision of Renew Jordan Creek to the public. He noted staff was working on messaging to explain why residents should be excited about the project and how the project would support future development and community investment.

Mr. Cameron provided an update regarding the 120-day administrative delay related to data center development. He advised community conversations regarding data centers would begin the following month and would be widely communicated through the media, the City's social media channels, and community partners. He reported the Department of Economic Vitality and the Department of Public Information and Civic Engagement were working with two consulting firms to help facilitate a transparent, fact-based public process supported by robust community engagement.

Mr. Cameron emphasized no public meetings regarding the data center discussion had been held to date. He advised regular updates would continue to be provided through the written City Manager's report so City Council and the public remained informed as the process moved forward.

Mr. Cameron provided an update regarding public safety. He advised crime statistics were down 8.6 percent compared to the prior year and police recruitment continued to strengthen. He noted City Council had identified public safety and transformation as a priority and advised staff was developing a more specific focus on quality-of-life concerns expressed by residents and businesses, including noise complaints, trespassing, traffic safety, loitering, and public nuisance issues.

Mr. Cameron explained those efforts would begin with a focus on the downtown area because quality-of-life complaints continued to rise there. He advised the work would include discussion of policing, trespassing, loitering, and related issues affecting businesses, residents, and the continued vitality of downtown. He noted the effort would also include neighborhood conversations and would not be limited only to downtown.

Mr. Cameron provided an update regarding enforcement of the recently adopted sign ordinance. He advised citations had been issued and explained some individuals found guilty or pleading guilty had been assigned community service to remove signs in lieu of fines. He noted the effort was part of cleaning up corridors and appeared to be working, with fewer signs observed on poles and in public rights-of-way.

Mr. Cameron also provided an update regarding traffic enforcement. He advised the traffic unit continued to use technology to improve enforcement efforts, including drone deployments related to motorcycle and traffic complaints. He noted recent drone monitoring observed approximately 20 to 30 motorcycles with no violations, and he advised related noise complaints appeared to have declined. He reported officers would continue those enforcement efforts on a weekly basis.

Mr. Cameron reported police recruitment efforts continued to produce positive results. He advised the next academy was expected to graduate 19 cadets and noted the Police Department was projected to reach full staffing, based on current standards and recruitment rates, by December 2027.

Mr. Cameron advised proposed Charter amendments previously brought to City Council in April had been included in the written City Manager's report. He explained the proposed amendments were not material public policy changes but related more to day-to-day operational matters. He advised the items would be discussed at the following Monday meeting to determine whether City Council wished to discuss them further before placement on a future agenda.

Mr. Cameron expressed appreciation to Steve Childers and others who participated in the Missing Middle presentation. He described the presentation as forward-thinking and detailed and noted it identified needs and investments related to Missing Middle housing projects.

Councilmember Lee expressed appreciation for the City Manager's attention to trespassing concerns. He noted he had received feedback from residents and business owners regarding trespassing associated with homelessness, including concerns from businesses that had to ask individuals to move so they could open or operate. He requested the City review whether community partners were seeing an increase in individuals coming to Springfield from outside the community because of local services and whether that issue could be addressed as part of the broader work on homelessness and trespassing.

Councilmember Adib-Yazdi expressed appreciation for the written City Manager's reports and requested information regarding where members of the public could find them. Mr. Cameron advised the reports were available online and noted a link could be placed more prominently on the City's front webpage.

Councilmember Jenson expressed appreciation for the City Manager's work on downtown quality-of-life concerns. He noted he had shared notes from meetings with downtown business

owners who expressed similar concerns. He emphasized downtown remained a great place to live, work, and play, but additional work remained necessary. He commented many individuals in the homelessness system wanted services and support, while a smaller group was creating recurring issues. He expressed appreciation for continued work to develop solutions for downtown and related community concerns.

6. SECOND READING AND FINAL PASSAGE.

Citizens Have Spoken. May Be Voted On.

6.1. Council Bill 2026-151 (Jenson)
A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 1.0 acre of property generally located at 2852 West Republic Road from County C-2 to GC, General Commercial District; and adopting an updated Official Zoning Map. (By: B&B Rental & Real Estate LP; 2852 West Republic Road; Z-14-2026)

Ordinance 7013. Council Bill 2026-151 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.2. Council Bill 2026-152 (Horton)
A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 130 acres of property generally located at 233 East Norton Road from County R-1, Suburban Residence District; R-SF, Single-Family Residential District; and Planned Development No. 165 and 165 Amended, to GI, Government and Institutional District; and adopting an updated Official Zoning Map. (By: Maranatha Village, Inc.; 233 East Norton Road; Z-15-2026)

Anita J. Cotter, City Clerk, advised a protest petition had been received. She reported the protest petition was found to be insufficient at 0.6 percent and, therefore, a supermajority vote of six members was not required for passage. She advised a copy of the supplemental explanation sheet had been placed at City Council's seats.

Ordinance 7014. Council Bill 2026-152 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.3. Council Bill 2026-153 (Hosmer)
A general ordinance amending the Springfield City Code, Chapter 36, 'Land Development Code,' to incorporate recommended changes. (By: City of Springfield; City-wide; Land Development Code - Text Amendment Number 3.)

Ordinance 7015. Council Bill 2026-153 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.4. Council Bill 2026-154 (Carroll)

A general ordinance amending the Springfield City Code, Chapter 36, Article 10, Section 36-10.09.C.5, 'Marijuana & Medical Marijuana Uses,' to allow drive-thru facilities to operate until 1:30 a.m. (By: V3 MO Vending 5, LLC; Citywide; Marijuana & Medical Marijuana Uses Drive-Through Hours of Operation Amendment.)

Councilmember Hosmer moved to refer Council Bill 2026-154 to the Plans and Policies Committee for the purpose of determining whether any additional restrictions or safeguards on extended-hour drive-through operation at marijuana dispensaries were necessary or desirable. Councilmember Horton seconded the motion, and it was discussed.

Councilmember Hosmer explained the proposed ordinance originated from an applicant request and proceeded through the Planning and Zoning Commission process. He expressed concern City Council did not have the opportunity to review the broader public policy implications of the proposed change through the committee process. He noted the proposal involved extended operating hours for marijuana dispensary drive-through facilities and raised questions regarding whether the change should be limited, broadened, or subject to additional safeguards.

Councilmember Hosmer commented City Council had adopted marijuana facility regulations only a few years earlier and noted the proposed ordinance would represent a policy change affecting how marijuana facilities operated in Springfield. He expressed concern an applicant could bring forward a proposed text amendment directly affecting City policy while a City Councilmember would be required to proceed through the committee process for a similar policy proposal. He expressed his opinion the committee process would allow City Council to better understand the potential impacts before implementation.

Councilmember Jenson requested clarification regarding whether the motion was a motion to amend or a motion to refer. Councilmember Hosmer clarified the motion was a motion to refer. Councilmember Jenson then requested additional information regarding why Planning and Zoning Commission review was not sufficient.

Councilmember Hosmer responded the Planning and Zoning Commission was not charged with making public policy for the City, and City Council retained that responsibility. He noted City staff had not taken a position on the proposed ordinance and expressed his opinion the matter should receive additional review through the committee process before City Council acted.

Councilmember Adib-Yazdi requested information from staff regarding how an individual applicant could initiate a text amendment without first proceeding through a City Council committee. Justin Crighton, Assistant Director of Planning and Development, explained the process was a holdover from the prior Land Development Code, which allowed an applicant to request a text amendment in addition to requesting rezoning of a specific parcel. He clarified the process no longer existed under the current Land Development Code, and an individual applicant would now need to request City Council initiation of a text amendment.

The motion to refer Council Bill 2026-154 to the Plans and Policies Committee was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Lee, and Councilmember Adib-Yazdi. Nays: Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, and Mayor Schrag. Absent: None. Abstain: None.

6.5. Council Bill 2026-159 (Lee)
A special ordinance amending the budget of the Springfield Fire Department for Fiscal Year 2026-2027 in the amount of $83,558.92 to appropriate fund balances from the Fire Department Community Room, Public Education, and Hazardous Materials Funds.

Ordinance 28319. Council Bill 2026-159 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.6. Council Bill 2026-161 (Jenson)
A special ordinance authorizing the City Manager, or designee, to enter into a Sewer Extension Cost Reimbursement Agreement with Camray Investments, LLC, for the recovery of proportional square foot costs of the construction of a sanitary sewer extension to serve Joint District 217 of Section 16 and establishing a sanitary sewer cost recovery area and a per square foot connection fee to reimburse the developer for proportional costs of construction of the sanitary sewer extension.

Ordinance 28320. Council Bill 2026-161 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.7. Council Bill 2026-162 (Carroll)
A special ordinance selecting Mauldin & Jenkins, Certified Public Accountants, LLC, as the City's independent auditor, pursuant to Section 2.14 of the City Charter; and authorizing the City Manager to execute a contract with said firm for independent auditing services for the City, including the Police Officers' and Fire Fighters' Retirement Fund, for Fiscal Years 2026 through 2030.

Ordinance 28321. Council Bill 2026-162 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.8. Council Bill 2026-163 (Lee)
A special ordinance authorizing the City Manager, or designee, to accept a grant renewal in the amount of $100,000 from the Missouri Children's Trust Fund for use by the Springfield-Greene County Health Department to continue operating the Family Connects Program that offers no-cost home visits to parents of newborns in Greene County, Missouri; to enter into agreements necessary to carry out the grant; and amending the Fiscal Year 2026-2027 budget in the amount of $100,000 to appropriate the grant funds.

Ordinance 28322. Council Bill 2026-163 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.9. Council Bill 2026-164 (Jenson, Adib-Yazdi, Horton, Hosmer)
A general ordinance amending Chapter 118 of the Springfield City Code, "Vehicles for Hire," Section 118-49, to require taxicabs operated in the City of Springfield to be inspected biennially, on years where no state vehicle inspection is required; repealing General Ordinance 6942; and accepting the report of the Finance and Administration Committee.

Ordinance 7016. Council Bill 2026-164 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

6.10. Council Bill 2026-165 (Hosmer)
A special ordinance authorizing a plan for an industrial development project for the Andy's Headquarters Project, consisting of the construction and improvement of a new headquarters campus; and authorizing the City of Springfield, Missouri to issue its Taxable Industrial Development Revenue Bonds (Andy's Headquarters Project), in a principal amount not to exceed $32,000,000 and authorizing and approving certain documents and actions in connection therewith.

Councilmember Adib-Yazdi moved to amend Council Bill 2026-165 to provide that lines 126 and 127 be amended to read, "Maintain a certain level of employment at the project site and solicit construction bids from local subcontractors to complete the project." The motion also referenced attached Exhibit E. Councilmember Jenson seconded the motion, and it was discussed.

Councilmember Adib-Yazdi explained the purpose of the proposed amendment was to increase local participation in the project and create a method for tracking local labor participation. He noted he appreciated the letter received regarding efforts to use local contractors and subcontractors, but he wanted the City to begin collecting data regarding workers present at the job site, including where those workers lived, rather than only tracking the location of a contractor's office or company headquarters.

Councilmember Adib-Yazdi advised the proposed tracking would help City Council and the public better understand the local construction job impact associated with incentive projects. He noted similar tracking had been used in other communities and in other program contexts, such as wage rate or participation tracking. He clarified he was not requesting wage rate, minority business participation, or women-owned business participation requirements, but was requesting job site worker location information, such as zip code data. He noted the information would help support future policy discussions regarding incentives and local participation.

Councilmember Adib-Yazdi further explained the amendment proposed a 50 percent local participation goal and could provide useful data for future incentive policies. He advised he had received several calls regarding the amendment and noted most concerns related to timing rather than the substance of the proposed tracking requirement. He expressed the view an additional two weeks to address the amendment would not create a significant delay.

Mayor Pro Tem Hardinger requested clarification regarding whether the proposed tracking requirement should be considered as part of a broader policy rather than applied only to one project. Councilmember Adib-Yazdi responded he would like similar tracking considered for future incentive projects, particularly tax abatement projects. He explained the initial data could help City Council determine whether a higher or more specific local participation goal should be included in future policy.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, responded to questions regarding whether the City currently had a mechanism to track local labor participation. She advised Economic Vitality and Workforce Development did not currently have an established process to track that information. She noted some federal programs required tracking participation or wage information, but those programs typically included consultants or staff time charged to the program. She advised staff could evaluate a tracking process if City Council directed such a policy, but it would require additional resources and capacity.

Mayor Pro Tem Hardinger expressed support for the concept of tracking local labor participation on major projects but noted she would prefer to consider the issue through a broader policy approach rather than as a requirement for one project. Ms. Ohlensehlen advised staff could evaluate a broader policy approach through the committee process, but a robust review and discussion could take several months depending on City Council's desired timeline.

Councilmember Horton requested clarification regarding who would be responsible for tracking the information if the amendment was approved. Councilmember Adib-Yazdi advised the general contractor would be responsible for tracking the information and submitting monthly reports, likely to Economic Vitality, because the bill involved an economic development incentive. Councilmember Horton requested clarification regarding whether the amendment sufficiently identified the responsible party to ensure the requirement would not fall through the cracks. Councilmember Adib-Yazdi advised the amendment was intended to make the contractor responsible for the tracking requirement.

The motion to amend Council Bill 2026-165 failed by the following vote: Ayes: Councilmember Hosmer, Councilmember Horton, Councilmember Jenson, and Councilmember Adib-Yazdi. Nays: Councilmember McGull, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Absent: None. Abstain: None.

Councilmember Jenson moved to postpone Council Bill 2026-165 to the September 21, 2026, City Council meeting to allow City staff time to negotiate an incentive package that would retain the Andy's headquarters in downtown Springfield. Councilmember Adib-Yazdi seconded the motion, and it was discussed.

Councilmember Jenson discussed the use of Chapter 100 bonds and noted the City had seen public benefit from prior economic development incentive projects. He referenced prior projects involving Kraft Heinz and Forvis Mazars and compared those projects to the proposed Andy's Headquarters Project. He expressed concern a formal pro forma based but-for analysis had not been conducted to determine the level of incentive necessary to make the project financially feasible.

Councilmember Jenson discussed the opportunity cost of the proposed incentive package and noted the proposed project involved retention of existing jobs and creation of fewer than 20 new jobs. He expressed concern regarding potential tax revenue not received by affected taxing jurisdictions, including Springfield Public Schools, the City, and the State of Missouri. He also noted Andy's Frozen Custard had experienced significant growth and questioned whether the public benefit justified the proposed level and duration of the incentive.

Councilmember Jenson discussed the City's economic development incentive policies and Forward SGF's emphasis on supporting downtown Springfield. He expressed concern the proposed incentive would subsidize relocation of a business from downtown Springfield rather than retain the headquarters downtown. He clarified he was not suggesting the City should dictate a private real estate decision, but noted the request involved a government subsidy and therefore warranted negotiation of the maximum public benefit for the community. He expressed his opinion the postponement would give staff an opportunity to work with Andy's Frozen Custard and explore whether a downtown alternative could be brought forward.

Councilmember Carroll requested information from staff regarding whether discussions had occurred about retaining Andy's Frozen Custard in downtown

Springfield. Ms. Ohlensehlen advised City staff and economic development partners had discussed options to retain Andy's Frozen Custard downtown. She noted the company currently leased space downtown and did not own the property. She explained the company desired a corporate campus environment that included approximately 43,000 square feet of office space and approximately 9,600 square feet of industrial warehouse space.

Ms. Ohlensehlen advised the company's proposed site was approximately 10 acres and noted it would be difficult to find a contiguous downtown site of that size that would accommodate the proposed campus while also remaining consistent with the Comprehensive Plan and Downtown Plan. She noted staff had researched available sites and did not identify available sites of five acres or 10 acres for sale within Center City. She further explained the project included freight travel and loading needs associated with the warehouse component, which would be difficult to accommodate downtown. She noted the Division Street and North LeCompte Road location was consistent with the City's desire to grow other industrial areas and with prior City and MoDOT investments in the LeCompte, Eastgate, and Division Street area.

Councilmember Carroll requested information regarding whether postponement would create issues for the project. Ms. Ohlensehlen advised the Andy's team had indicated a delay would be challenging. She noted the project had been described as competitive, and the company had considered potential locations elsewhere in Missouri. She advised uncertainty in the timeline could create a challenge for an economic development project.

Councilmember Carroll requested information regarding current tax revenue generated by the proposed project site. Ms. Ohlensehlen advised the property was currently in residential use and generated approximately $2,600 in annual property taxes, or approximately $65,000 over 25 years without including escalators. She advised if the project did not occur and the property remained in its current use, the tax revenue would remain generally similar.

Councilmember Adib-Yazdi requested clarification regarding whether City-owned property downtown could be developed vertically to accommodate the project. Ms. Ohlensehlen advised that possibility could be part of a discussion but would involve greater complexity and potentially increased costs. She noted the company desired a campus environment, which would be difficult to achieve on smaller and more dispersed City-owned parcels.

Councilmember Hosmer expressed concern City Council had not had earlier input in the incentive negotiation process. He noted several proposed amendments were being discussed late in the process because City Council had limited earlier opportunities to shape the proposal. He added earlier involvement from City Council could lead to fewer amendments and a better final agreement for the City and the company. Ms. Ohlensehlen responded staff wanted to be transparent and could explore earlier touchpoints for notifying City Council about proposed incentive projects. She noted clear policy guidance from City Council would assist staff in negotiating with applicants.

Councilmember Jenson requested clarification regarding the basis for describing the project as competitive. Ms. Ohlensehlen advised the applicant had shared throughout the process that Springfield was not certain to be selected and had indicated conversations had occurred with other municipalities in Missouri. She noted economic development projects were generally viewed as potentially competitive until necessary approvals and entitlements were secured.

Councilmember McGull commented City Council should provide clear policy direction to staff regarding when and how City Council should become involved in incentive discussions. He noted current ordinances and policies did not provide a mechanism requiring City Council involvement earlier in the process. He noted the proposed incentive appeared generally consistent with other incentives used in Springfield and expressed concern about making significant project-specific changes late in the process. He added future policy discussion would be appropriate, but expressed concern about changing requirements after staff and the company had already negotiated the proposal under existing policy.

Mayor Schrag commented he strongly supported downtown Springfield and had spent many years working downtown. He noted he did not believe City Council should micromanage a private business location decision or introduce significant public policy changes at the last minute.

The motion to postpone Council Bill 2026-165 failed by the following vote: Ayes: Councilmember Jenson. Nays: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Absent: None. Abstain: None.

Councilmember Jenson moved to amend Section Two of Council Bill 2026-165 to provide that no individual building included in the project would receive tax abatement at a rate higher than 50 percent or for a period longer than 10 years, beginning the year after commencement of construction of such building. The motion further provided that the City documents described in Section Five of the ordinance would be revised as necessary to comply with those restrictions. Councilmember Adib-Yazdi seconded the motion, and it was discussed.

Councilmember Jenson explained the City's economic development incentive manual provided guidance regarding incentive levels and required City Council to make findings regarding extraordinary or overriding public benefit when incentives exceeded certain limits. He noted the proposed incentive exceeded the level and duration generally described in the manual. He expressed concern the primary public benefit identified was retention of existing jobs and creation of 16 new jobs, and he questioned whether the proposed incentive level was justified without stronger evidence of extraordinary public benefit.

Councilmember Jenson advised the proposed amendment would reduce the level and duration of the abatement to align more closely with the incentive manual. He

requested members of City Council identify the overriding and extraordinary public benefit if they intended to support the incentive package at the higher level and longer duration proposed in the bill.

The motion to amend Council Bill 2026-165 failed by the following vote: Ayes: Councilmember Hosmer, Councilmember Jenson, and Councilmember Adib-Yazdi. Nays: Councilmember McGull, Councilmember Horton, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Absent: None. Abstain: None.

Ordinance 28323. Council Bill 2026-165 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, and Mayor Schrag. Nays: Councilmember Jenson and Councilmember Adib-Yazdi. Absent: None. Abstain: None.

7. RESOLUTIONS.

8. EMERGENCY BILLS.

9. PUBLIC IMPROVEMENTS.

10. GRANTS.

11. AMENDED BILLS.

12. COUNCIL BILLS FOR PUBLIC HEARING.

13. FIRST READING BILLS. Requiring One Reading.

14. FIRST READING BILLS. Requiring Two Readings.
Citizens May Speak. Not Anticipated To Be Voted On.

14.1. Council Bill 2026-160 (Lee)
A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

Aaron Fortson, Director of Financial Reporting and Controller, City Utilities of Springfield, provided an overview of the proposed ordinance. He explained City Utilities was required by the City Charter and the Public Utility Revenue Bond Ordinance to engage an independent audit firm each year to perform an external audit of City Utilities' financial statements and provide an opinion regarding whether the statements were presented fairly in accordance with generally accepted accounting principles.

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Mr. Fortson advised City Utilities issued a request for proposals for professional auditing services to the top 20 accounting firms and received six responses. He explained a committee consisting of personnel from City Utilities and the City of Springfield evaluated the proposals. He advised the Board of Public Utilities recommended retaining Forvis Mazars, LLP, currently ranked as the 10th largest accounting firm in the nation, as the auditor and requested authorization to enter into a new contract for professional auditing services beginning in August 2026.

Councilmember Jenson requested clarification regarding the explanation sheet, which indicated the Board of Public Utilities had recommended selection of Forvis Mazars, LLP, to the Finance and Administration Committee. Mr. Fortson advised City Utilities had asked staff whether there was a need to attend the committee meeting and had been informed attendance was not necessary.

Councilmember Jenson requested confirmation regarding the term of the proposed contract. Mr. Fortson confirmed the contract would be structured as a one-year contract with the option to renew four times, for a total of five years.

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

Council Bills 2026-168 and 2026-169 were read together.

14.2. Council Bill 2026-168 (Carroll)
A special ordinance amending the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

14.3. Council Bill 2026-169 (Hardinger)
A special ordinance amending the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses and appropriating $158,142.92 in fund balance for transfer to the General Fund.

David Holtmann, Director of Finance, provided an overview of the proposed ordinances. He explained the two bills represented the annual year-end budget adjustments for items occurring during fiscal year 2025-2026 that were not anticipated or known during the budget process.

Mr. Holtmann advised Council Bill 2026-168 would increase both revenues and expenses by approximately $438,000 in the General Fund. He explained examples included reimbursements for the shared Niche software system with surrounding governments, insurance reimbursements, salary variances, retirement payouts not included in the adopted budget, and salary savings occurring throughout the City.

Mr. Holtmann advised Council Bill 2026-169 represented the annual year-end budget adjustment for special revenue funds. He explained the bill would increase revenues by approximately $459,000 and expenses by approximately $617,000. He noted more than half of the expense amount related to Building Development Services fire escrow payments. He further noted another significant portion, just under $110,000, related to Fire Department training, and approximately $158,000 related to closing out the former Telecable Fund and transferring the remaining fund balance to the General Fund.

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

14.4. Council Bill 2026-170 (Hosmer)
A special ordinance amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

Jerry Mitchell, Superintendent of Business Operations, Springfield-Greene County Park Board, provided an overview of the proposed ordinance. He explained the ordinance would approve a year-end budget adjustment for the fiscal year ending June 30, 2026.

Mr. Mitchell advised the first portion of the proposed adjustment would increase revenues in the Park Board special operating funds by $1,147,000, with an offsetting increase in expenses in the same amount. He explained the additional revenues were from the parks property sales tax and the parks property mill tax for the current fiscal year. He noted the proposed expenditures included increased repairs and maintenance for buildings and equipment throughout the park system, as well as increased temporary wages.

Mr. Mitchell advised a significant portion of the adjustment would support repairs, maintenance, and professional services necessary to maintain the park system at the level expected by residents and patrons.

Mr. Mitchell explained the second portion of the proposed adjustment would increase both revenues and expenditures in the Golf Enterprise Fund by $900,000. He reported Golf Enterprise Fund revenues were up 15 percent from the prior year and advised the additional revenue would be allocated to repairs and maintenance, operating supply costs, temporary wages, and improvements at Rivercut Golf Course.

Mr. Mitchell advised $500,000 of the Golf Enterprise Fund adjustment was proposed for expansion of the west patio at Rivercut Golf Course, as well as related landscaping improvements and upgrades intended to better serve golf patrons and the broader golfing community.

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

14.5. Council Bill 2026-171 (Lee)
A special ordinance amending the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

Chad Ray, Assistant Director of Aviation, provided an overview of the proposed ordinance. He explained the proposed budget adjustment was related to unanticipated expenses from the April 28, 2026, hailstorm event.

Mr. Ray advised the Airport experienced extensive damage to facilities, equipment, airfield lighting, and airfield signage. He explained the proposed ordinance would appropriate reserves to address repair costs partially in fiscal year 2025-2026 and allow permanent repair project expenses to continue into the next fiscal year.

Councilmember McGull requested information regarding whether insurance was available to cover damage from natural disasters such as the hailstorm. Mr. Ray confirmed the City had a self-insurance fund and insurance policies in place. He advised deductible amounts were still being evaluated due to the extensive damage but noted the Airport anticipated approximately $3,500,000 in permanent repair costs where deductibles would apply.

Mr. Ray further advised the City had received an emergency declaration and anticipated seeking reimbursement or assistance through the FEMA and state emergency management process. He explained the Airport Board considered the matter at its June 18, 2026, meeting and approved the $4,000,000 budget adjustment as a worst-case funding approach using available reserves so the Airport could move forward with repairs without waiting on emergency management reimbursements or other future revenue.

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

14.6. Council Bill 2026-172 (McGull)
A special ordinance amending Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

Amanda Ohlensehlen, Director of Economic Vitality and Workforce Development, provided an overview of the proposed ordinance. She explained the bill would extend the City's letter of intent with United Soccer League, LLC, through December 31, 2027, with an option for two additional six-month extensions. She advised the bill would also terminate the existing cost share agreement and allow the City to directly manage any remaining due diligence using previously budgeted funds.

Ms. Ohlensehlen noted City Council authorized staff in December 2024 to work with United Soccer League, LLC, to evaluate the possibility of bringing professional men's and

women's soccer to Springfield. She advised the City-owned property east of Route 66 Stadium had been identified as a potential downtown location for a soccer stadium and a broader sports and entertainment district.

Ms. Ohlensehlen reported initial geotechnical investigations and site surveys indicated the property could accommodate a venue of the proposed scale. However, she noted the property's former uses required additional environmental engineering and site planning work before final configurations, cost estimates, or development recommendations could be presented.

Ms. Ohlensehlen advised the additional time would also allow the City to align with United Soccer League's revised expansion strategy, which placed greater emphasis on strong ownership, local support, and long-term financial and franchise viability. She explained no additional appropriation was requested, and the previously appropriated $75,000 would be used for remaining due diligence work.

Ms. Ohlensehlen noted Springfield remained a high-priority market for United Soccer League because of the community's growing soccer interest, enthusiasm around sports, and alignment with the potential for catalytic downtown investment. She advised the extension would allow the City to complete remaining due diligence, evaluate ownership and financing opportunities, and determine whether the project could support sustainable professional soccer and broader downtown revitalization efforts.

Councilmember Adib-Yazdi requested clarification regarding whether earlier project discussions included both a stadium and a mixed-use development or ballpark village-style concept on nearby City-owned property. Ms. Ohlensehlen advised the City would be responsible for conducting due diligence and evaluating the opportunity for a mixed-use sports and entertainment district. She explained United Soccer League's role focused on development of the leagues and support for soccer itself.

Councilmember Adib-Yazdi requested clarification regarding whether United Soccer League would be directly involved financially or otherwise in the broader development. Ms. Ohlensehlen advised not necessarily. She explained the City would have flexibility to pursue a request for proposals or qualifications for development of the area and could separately evaluate potential ownership options for a team. She noted those efforts could involve different entities, and the proposed extension would preserve flexibility in determining the best path forward.

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

15. PETITIONS, REMONSTRANCES AND COMMUNICATIONS.

15.1. Karl Krahn wishes to address City Council.

Mr. Krahn did not appear.

16. NEW BUSINESS.

16.1. Mayor Pro Tem Heather Hardinger will be the Employer Representative at the upcoming 2026 Missouri Local Government Employers Retirement System (LAGERS) annual meeting.

Mayor Pro Tem Heather Hardinger was designated as the Employer Representative for the upcoming 2026 Missouri Local Government Employers Retirement System annual meeting.

17. UNFINISHED BUSINESS.

17.1. Confirm the following appointment to the Springfield-Greene County Library Board: Pamela Hernandez, with term to expire July 1, 2029.

Councilmember Horton recused herself from discussion and consideration of Item 17.1.

Ms. Hernandez's appointment was confirmed by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember Horton. Abstain: None.

17.2. Confirm the following appointment to the Art Museum Board: Blanca Judith Martinez-Garcia, with term to expire June 1, 2029.

Councilmember Horton recused herself from discussion and consideration of Item 17.2.

Ms. Martinez-Garcia's appointment was confirmed by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: Councilmember Horton. Abstain: None.

18. MISCELLANEOUS.

19. CONSENT AGENDA – FIRST READING BILLS. See Item #3.

20. CONSENT AGENDA – ONE READING BILLS. See Item #3.

21. CONSENT AGENDA – SECOND READING BILLS.

21.1. Council Bill 2026-166 (Carroll)
A special ordinance authorizing the City Manager, or designee, to enter into a revised Intergovernmental Agreement with Ozarks Technical Community College ("OTC") for the purpose of providing cooperative training between the Fire Department and OTC.

Ordinance 28324. Council Bill 2026-166 was approved by the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton,

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Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll, Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

21.2. Confirm the following appointments to the Citizens' Advisory Board: Jhasmine Watson and Jeff Frederick, with terms to expire March 25, 2029. Confirmed.

21.3. Confirm the following appointments to the Citizens' Advisory Board: Mary Ann Bonetti and Alia Lee, with terms to expire March 25, 2028. Confirmed.

21.4. Confirm the following reappointment to the Citizens' Advisory Board: Lauren Shantz, with term to expire March 25, 2029. Confirmed.

21.5. Confirm the following reappointment to the Springfield-Greene County Library Board: Mar'Ellen Felin, with term to expire July 1, 2029. Confirmed.

21.6. Confirm the following reappointments to the Art Museum Board: Debra Mergen and Misty Tollett, with terms to expire June 1, 2029. Confirmed.

21.7. Confirm the following appointment to the Springfield-Greene County Library Board: Pamela Hernandez, with term to expire July 1, 2029. This item was removed from the Consent Agenda – Second Reading Bills and became item 17.1 under Unfinished Business.

21.8. Confirm the following appointment to the Art Museum Board: Blanca Judith Martinez-Garcia, with term to expire June 1, 2029. Confirmed. This item was removed from the Consent Agenda – Second Reading Bills and became item 17.2 under Unfinished Business.

22. END OF CONSENT AGENDA.

23. CLOSED SESSION.

City Council will hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilmember Hosmer moved for City Council to hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session.

Councilmember Carroll seconded the motion, and it was approved with the following vote: Ayes: Councilmember Hosmer, Councilmember McGull, Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember Carroll,

Councilmember Lee, Councilmember Adib-Yazdi, and Mayor Schrag. Nays: None. Absent: None. Abstain: None.

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August 3, 2026
Springfield, Missouri
12:00 p.m.

The City Council met in special session on August 3, 2026, in the Councilman Denny Whayne Conference Room on the 4th Floor of the Busch Municipal Building, 840 Boonville. The meeting was called to order by Mayor Schrag.

Roll Call

Present: Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember McGull, Councilmember Lee, Councilmember Adib-Yazdi, Councilmember Hosmer, and Mayor Schrag. Absent: Councilmember Carroll.

Closed Session

Councilmember Lee moved for City Council to hold a closed meeting to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys pursuant to Section 610.021(1), RSMo.; and hiring, firing, disciplining, or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded pursuant to Section 610.021(3), RSMo.; and this meeting, record, and vote shall be closed and the City Council shall stand adjourned at the end of the closed session

Councilmember Jenson seconded the motion, and it was approved by the following vote: Ayes: Councilmember Horton, Councilmember Jenson, Mayor Pro Tem Hardinger, Councilmember McGull, Councilmember Lee, Councilmember Adib-Yazdi, Councilmember Hosmer, and Mayor Schrag. Nays: None. Absent: Councilmember Carroll. Abstain: None.

Prepared by
Julie Greer

_____
Anita J. Cotter, MMC/MPCC
City Clerk

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EXPLANATION TO COUNCIL BILL 2026-160 (LEE)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance authorizing the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

PURPOSE: To authorize the General Manager of City Utilities of Springfield, Missouri ("City Utilities"), or designee, on behalf of City Utilities to enter into a contract with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

BACKGROUND INFORMATION: Section 16.11 of the Springfield City Charter requires that City Council make or cause to be made a complete audit of the preceding year's operations of City Utilities at least annually. Appointment of an auditor is being made through the Request for Proposal ("RFP") process.

REMARKS: A five-member Audit Selection Committee composed of City Utilities and City of Springfield staff issued an RFP to the top twenty national accounting firms. Six responses to the RFP were received. The Board of Public Utilities of the City of Springfield, Missouri (the "Board"), reviewed the Audit Selection Committee's evaluation and ranking according to the selection criteria outlined in the RFP. The Board has recommended the selection of Forvis Mazars, LLP to the Finance and Administration Committee.

City Utilities is recommending that City Council approve the selection of and authorize entering into a contract with Forvis Mazars, LLP for fiscal years 2026-2030. A copy of the proposed contract is attached as "Exhibit 1." Appropriations will be provided in City Utilities' 2027 Annual Operating Budget.

Submitted By: David Holtmann, Director of Finance

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. CU contract with Forvis Mazar
2. Exhibit 1 - Agreement RFP 83296

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-07-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-160 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the General Manager of City Utilities of Springfield, Missouri ("City Utilities") or his designee, on behalf of City Utilities, to enter into an agreement with Forvis Mazars, LLP to provide professional auditing services to City Utilities for fiscal years 2026-2030.

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

Section 1 – That the General Manager of City Utilities, or designee, on behalf of City Utilities, is hereby authorized to enter into an agreement with Forvis Mazars, LLP, said agreement to be substantially in form and content as that document attached hereto and incorporated herein by reference as "Exhibit 1."

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for council action: _____, City Manager

AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between the CITY UTILITIES OF SPRINGFIELD, MISSOURI, hereinafter referred to as "City Utilities" and

Company Name [include applicable dba(s)]	**Organized As (circle one)**
	Corporation / LLC / Partnership Individual or Sole Trader
Registered Address	
_____ Address 1 _____ Address 2 _____ _____ _____ City State Zip	

WITNESSETH:

THAT, WHEREAS, City Utilities issued a Request for Proposal and/or a Request for Best and Final Offer and Contractor submitted a proposal and/or a best and final offer (BAFO) to furnish the material and perform the work described in the Contract Documents on the terms set forth in his offer, and,

WHEREAS, City Utilities duly accepted the proposal and awarded a contract therefore to Contractor, based upon said proposal or BAFO,

NOW, THEREFORE, IT IS AGREED,

1. The Contract Documents (as defined in the RFP Requirements) are attached hereto as Exhibit A (Original RFP Document and Contractor's Proposals and Submissions) and Exhibit B (Agreed upon modifications to the Contract Documents – Negotiated Terms and Conditions or Exceptions/Clarifications) and made a part hereof by reference, and those, together with this agreement, comprise the entire agreement between the parties. If any information is found to be in contradiction between Exhibit A and Exhibit B, the information in Exhibit B will prevail.

2. The Contractor agrees, in the manner set forth in the Contract Documents, to furnish all labor, equipment, and materials necessary to perform the work herein described at the price established in the Bid Form of the Contract Documents. Time is of the essence in completion of this contract.

IN WITNESS WHEREOF, the parties have signed this Agreement on the day and year first above written.

CITY UTILITIES OF SPRINGFIELD, MISSOURI

By:

Name: _____

Title: _____

ATTEST: _____

Approved as to Form and Content: _____ _____
CU Legal Counsel Date

CONTRACTOR:

_____
Company Name

_____
By: Authorized Representative's Signature

_____
Print Name

_____
Title

ATTEST:

_____
Signature

_____
Print Name

_____
Title

----- END OF DOCUMENT -----

Agreement for RFP 83296 – Professional Auditing Services

EXHIBIT A

SECTION I

Original RFP Document

SECTION II

Contractor's Proposals and Submissions

EXHIBIT B

SECTION I

Exceptions/Clarifications

EXHIBIT A - SECTION I

Original RFP Document

REQUEST FOR PROPOSAL

BIDDING EVENT #: 83296 **VERSION:** 2
ORIGINAL ISSUE DATE: 3/24/2026 **VERSION ISSUE DATE:** 4/14/2026
CLOSE DATE/TIME: 4/21/2026 at 2:00 PM (Central Time)

City Utilities of Springfield, Missouri
www.cityutilities.net

PURCHASING CONTACT	BIDDING EVENT TITLE
Nathan Alexander [E] Nathan.Alexander@cityutilities.net [P] (417) 831-8824	Professional Auditing Services

***** This is a new Version of Bidding Event 83296. Details of the changes that have been made are listed within the Bidding Event Version Changes section of this document. *****

I. General Bidding Event Parameters

Description / Scope of Work

As required by Section 16.11 of the City Charter, City Utilities is requesting proposals from qualified firms of Certified Public Accountants to audit City Utilities' financial statements, for the fiscal year ending September 30, 2026. City Utilities is also requesting the option, if exercised by City Utilities, of auditing City Utilities' financial statements for each of the four (4) subsequent September 30 fiscal year ends. These audits are to be performed in accordance with generally accepted auditing standards, standards applicable to financial audits contained in the most recent Government Auditing Standards issued by the U.S. Government Accountability Office, and other applicable laws and regulations. More specifically, City Utilities requires the following services:

1. Audit of the City Utilities basic financial statements for the fiscal years ending September 30. (Refer to Part Four – Information on City Utilities for explanation.)

2. Single Audit of Federal Awards for fiscal years ending September 30 to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subpart F).

3. Audit of Under (Over) Recoveries of the Fuel Adjustment Clause for fiscal years ending September 30.

4. Independent Auditors Report on Compliance with Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30, which measures financial capacity for power generation ash landfills closure costs.

5. Procedures necessary (i.e. subsequent events review) for inclusion of City Utilities financial information in the City of Springfield's annual report.

STATUS OF CONTRACTOR(S)

The Auditor represents himself/herself to be an independent contractor(s) offering such services to the general public and will not represent himself/herself or his/her employees to be employees of City Utilities. Therefore, the contractor(s) will assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold City Utilities, its officers, agents, and employees, harmless from and against any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

*****PLEASE SEE SUPPLEMENTAL BID DOCUMENT FOR COMPLETE, DETAILED SCOPE OF WORK*****

Response Details

Proposals must be submitted to the Purchasing Department of City Utilities by the RFP Close Date/Time and per an approved submittal method specified within this RFP. Any proposal to this RFP received through an unauthorized submittal method and/or after the specified Proposal Close Date/Time WILL BE REJECTED.

Proposals will not be publicly opened or read since the selection process will be determined based upon competitive negotiated procurement procedures for proposals as described in this RFP.

All bids shall be irrevocable for ninety (90) days after the posted end/due date.

Response Submittal Methods

1) Electronic Bid Attachment Tool (EBAT) - CU Preferred Method

Open to all bidders - NO REGISTRATION OR LOGIN REQUIRED.

https://scmsupplierportal.cityutilities.net/EBAT

OR GO TO www.cityutilities.net and click on the following links:

- For Businesses (at top of page)
- Purchasing
- Bidding Opportunities
- Electronic Bid Attachment Tool (EBAT)

Note**: If the total number of files exceeds the **maximum of 10**, or the total of all your files exceeds the **1 GB maximum**, additional files can be attached in a separate submission. Use the **same Event ID** for any subsequent submission. Each submission can include up to **10 files** and/or of **1 GB**, and the submission process can be repeated **multiple times** until all necessary files have been submitted. If utilizing multiple submissions, **ALL response submissions to the Bidding Event must be submitted prior to the Response Close Date/Time.

2) Mail / Express Mail / Hand Deliver

A Bidding Event responses submitted via mail/express mail or hand delivered shall be sealed in an opaque envelope or package that is clearly marked on the outside with the Bidding Event number and opening date/time. Bidding Event responses are to be addressed to:

City Utilities of Springfield, Missouri
Purchasing Manager
301 East Central St (65802) - physical location for hand delivery
PO Box 551
Springfield, MO 65801-0551

***** BIDDING EVENT RESPONSES VIA FAX OR EMAIL ARE NOT ACCEPTABLE ***** Questions related to this Bidding Event should be directed to the purchasing contact referenced in the upper left-hand corner on Page 1 of this document. Any response or correspondence to this Bidding Event should make reference to the Bidding Event number found at the top of Page 1 in this document.

***** SPECIAL NOTICE REGARDING HAND DELIVERY ***** Bidders are strongly encouraged to utilize the Electronic Bid Attachment Tool (EBAT) or Mail/Express Mail options for submittal of a bidding event response. If the hand delivery option is utilized, the person delivering the Bidding Event response will be required to check in with security in the Main Office lobby (physical address provided above) and request a CU Purchasing representative. Once notified, a CU Purchasing representative will meet the delivery person at the door to take possession of the Bidding Event response. This process may take several minutes to complete as Purchasing is located in the connecting building (Training Center) which is closed to the public. If the Bidding Event response is not physically in the hands of a CU Purchasing representative by the published opening date and time, it will be rejected.

*****PLEASE SEE SUPPLEMENTAL BID DOCUMENT SECTION 5 FOR ADDITIONAL SUBMISSION REQUIREMENTS*****

Access to Bidding Event Notifications and Bidder Registration

Only those bidders that have been registered to a Bidding Event by a City Utilities Purchasing representative will have access to Bidding Documents, updated Bidding Event Versions, and supplemental documents. You have been registered if you received an email notification of this Bidding Event directly from City Utilities. **IF YOU DID NOT RECEIVE AN EMAIL NOTIFICATION OF THIS BIDDING EVENT DIRECTLY FROM CITY UTILITIES**, then you need to immediately utilize the following link (click or copy and paste into a web browser), find the desired Bidding Event number/Title in the 'Bidding Opportunities' list, click on the 'Request to Participate' button and submit the requested company data to City Utilities.

https://scmsupplierportal.cityutilities.net/BiddingOpportunities

OR GO TO http://www.cityutilities.net and click on the following links:

- For Businesses (at top of page)

- Purchasing

-Bidding Opportunities

-Current Bidding Events

Bidders are advised that Bidding Event revisions containing additional information and instruction may be issued at any time. It is the Bidder's responsibility to ensure that it is registered as instructed herein.

Proposed Schedule of Activities

RFP Distribution Date	3/24/2026
Proposal Due Date	4/21/2026
Anticipated decision and selection of Vendor	5/19/2026

Interpretation to Bidder

A prospective proposer who is in doubt as to the meaning of any part of the RFP, or is seeking clarification or requesting approval of a material substitution ("Or Equal") and/or additional data/information, may submit a written request for interpretation. Such request is to be emailed to the CU Purchasing representative identified within this Bidding Event, as well as directly to the CU Purchasing department general email address at purchasing@cityutilities.net.

Any such interpretation, clarification, or recognition of a material substitution ("Or Equal") and/or additional data/information will be made by City Utilities via issuance of a Version. City Utilities will not be responsible for any explanation, permission, or interpretation of proposed documents unless the same is recognized and incorporated into a new RFP Version. An oral permission or interpretation has no legal force, authority, or effect. Failure of a proposer to submit a proposal on or in response to the latest revised RFP version may constitute grounds for rejection of that proposal.

All requests for interpretation, clarification, material substitution ("Or Equal") and/or additional information must be received by the Purchasing Department no later than five (5) calendar days prior to the posted Close Date/Time. **Requests received after that date will not be answered**.

Evaluation and Selection

Proposals submitted in response to this RFP will be evaluated by a four (4) member Audit Selection Committee.

The proposal evaluation and selection process will be conducted under this Request for Proposal (RFP) based on competitive negotiated procurement procedures. Interviews, discussions, clarifications, negotiations and a Best and Final Offer (BAFO) may be held only with selected firms who meet RFP requirements and fall within the competitive range as determined by City Utilities. City Utilities reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. However, City Utilities reserves the right to award a contract to a firm solely on the basis of its initial proposal submitted and without any further interview, discussion, clarification, and negotiation.

If City Utilities determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, City Utilities may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

Each proposal must comply with the requirements contained in the RFP. Deviation from requirements will be evaluated but may, at the discretion of City Utilities, result in the rejection of a proposal.

City Utilities will evaluate each proposal to determine which is the lowest and best (i.e., Best Value). City Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

If City Utilities determines that a proposal has failed to meet an acceptable level on any factor listed below, City Utilities may reject that proposal.

EVALUATION CRITERIA

- Up to 50% Total Cost (Price and Fee Schedules)
- Up to 50% Overall qualifications, including, but not limited to, demonstrated expertise as evidenced by the content and presentation of the proposal in response to project requirements defined in the RFP

These evaluation criteria should be considered and thoroughly addressed when preparing a proposal. Based on the evaluation process described herein, a subject matter expert(s) and/or an evaluation committee comprised of City Utilities employees, will review the proposals.

Based on the evaluation process described, the Audit Selection Committee, will review the proposals and provide a recommendation to the Board of Public Utilities. The Board of Public Utilities will consider the recommendation of the Audit Selection Committee and determine which proposal is the lowest and best. The Board of Public Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

QUALITATIVE SCORING WILL BE BASED ON THE FOLLOWING CRITERIA DETAILED IN PART FIVE OF THE SUPPLEMENTAL BID DOCUMENT:

2.0 - TECHNICAL PROPOSAL

2.1 - QUALIFICATIONS, COMPETENCE, CAPACITY

2.2 - INDEPENDENCE / PROFESSIONAL RELATIONSHIPS

2.4 - FIRM QUALIFICATIONS AND EXPERIENCE

2.5 - PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS / EXPERIENCE OF ASSIGNED STAFF

2.6 - RELEVANT PRACTICE OFFICE EXPERIENCE

2.7 - SPECIFIC AUDIT APPROACH

2.8 - IDENTIFICATION OF ANTICIPATED PROBLEMS

2.9 - REPORT FORMAT

2.10 - OTHER INFORMATION / STAFF EDUCATION AND TURNOVER, ROTATION POLICY

Provide a copy of any and all proposed service agreements and/or contracts applicable to the anticipated services. All work for City Utilities is to be confidential and is to be treated as such by Consultant.

***** END OF SECTION *****

II. Bidding Event Instructions and Terms & Conditions

Bidding Event Instructions

This Bidding Event is subject to City Utilities of Springfield, Missouri RFP Standard Proposals Instructions (Rev. 12-3-2025) which are incorporated herein by reference and available upon request or online at https://www.cityutilities.net/290/Bidding-Documents

Bidding Event Terms & Conditions

Any order arising from this Bidding Event will be subject to City Utilities of Springfield, Missouri Standard Purchase Order Terms and Conditions (Rev 12-3-2025) which are incorporated herein by reference and available upon request or online at https://www.cityutilities.net/290/Bidding-Documents

Contract Documents

The entire agreement will consist of the Contract Documents. The Contract Documents will consist of (listed in order from highest to lowest precedence): Change Orders, Agreement, Response to BAFO, Request for BAFO, current RFP version, and the proposal (but not the exceptions). There will not be a BAFO or Request for BAFO if City Utilities accepts the Response to RFP without change. There will be no contract between the parties unless and until City Utilities issues a Notice of Award accepting the BAFO or Response to RFP and the parties sign the Agreement. **EXCEPTIONS IN THE RFP WILL NOT BE PART OF THE CONTRACT DOCUMENTS UNLESS INCORPORATED INTO THE AGREEMENT OR A CHANGE ORDER.**

Change Order -- A change to the Contract Documents in a written document signed by the parties after they have signed the Agreement.

BAFO -- The best and final offer of the Contractor that is in response to the Request for BAFO.

Request for BAFO -- The document issued by City Utilities that incorporates the terms negotiated by the parties following the opening of the Response to RFP and requests Contractor to make his best and final offer.

***** END OF SECTION *****

III. Bidding Event Requirements

TRANSIENT EMPLOYER LAW

Any nonresident or foreign company who has W-2 employees working in Missouri must provide one of the following items to satisfy the Transient Employee Law (285.230 R.S.Mo. et.seq.)
requirements:

1. A certificate from the Missouri Director of Revenue showing compliance with the Transient Employer Law
2. Proof of exemption from the Transient Employer Law.

If you have questions, please see www.dor.mo.gov/tax/business/register/ call 573-751-5860 or email BusinessTaxRegister@dor.mo.gov

REQUIRED UNAUTHORIZED ALIEN / FEDERAL WORK AUTHORIZATION COMPLIANCE

Company shall comply with the provisions of State of Missouri Statute Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. that Company is enrolled in and participates in a federal work authorization program (E-Verify program) with respect to the employees working in connection with the contracted services; and
2. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

Copy of affidavit can be found and downloaded at CU website: https://www.cityutilities.net/290/Bidding-Documents

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page of the Department of Homeland Security E-Verify program's Memo of Understanding).

Additional information on E-Verify Program is at: http://www.dhs.gov/files/programs/gc_1185221678150.shtm
or call 888-464-4218.

***** END OF SECTION *****

IV. Insurance Requirements

Any questions regarding insurance requirements should be directed to the City Utilities Risk management department, at (417) 831-8646, or

risk.management@cityutilities.net.

Without limiting any of its other obligations or liabilities, 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 City Utilities, insurance of such types and in such amounts as may be necessary to protect it and the interests of City Utilities 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; provided City Utilities requires insurance carriers have a minimum A.M. Best rating of A-V11. 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. Evidentiary certificates of insurance, including evidence of the required policies and endorsements, shall be submitted to City Utilities and approved within ten (10) days after the Contractor's receipt of the Notice of the Award of this Contract and prior to the start of any work. However, failure to do so shall not operate as a waiver of these insurance requirements. City Utilities reserves the right to require complete, certified copies of all required insurance policies, including applicable endorsements required by these specifications, at any time. All insurance policies shall be specifically endorsed to provide thirty (30) days written notice by the issuing insurance company prior to cancellation thereof. Such notices, and all certificates, policies, endorsements and renewal certificates, shall be sent to Risk.Management@cityutilities.net, or mailed to:

Risk Manager
City Utilities of Springfield, Missouri
301 E Central Street
P O Box 551
Springfield, MO 65801-0551

The Contractor shall require any and all subcontractors with whom it enters into a contract to perform any Work on the Project, to protect, through insurance, against applicable hazards or risks and shall, upon request of City Utilities, provide evidence of such insurance.

The Contractor shall be liable for all deductible amounts from such insurance and shall indemnify and hold City Utilities harmless therefrom. At the option of City Utilities, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions, or the Contractor shall provide a financial guarantee satisfactory to City Utilities guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

In the event of a claim, the Contractor's insurance policy shall be primary to any of City Utilities' policies or liability. Any insurance or self-insurance maintained by City Utilities shall be excess and shall not contribute before exhaustion of the Contractor's policy.

The insurance requirements are intended to be minimum coverages, and City Utilities does not warrant that any required coverages or amounts will be sufficient protection for the Contractor or City Utilities. The Contractor will be responsible for any deficiencies thereof.

Minimum Scope and Limits of Insurance

INSURANCE REQUIREMENT	REQUIREMENT DETAILS	LIMITS
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	Per Occurence Limit: $1,000,000.00 In Aggregate Limit: $2,000,000.00
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	CGL - CU AS ADDITIONAL INSURED	
COMMERCIAL GENERAL LIABILITY (WITH PER OCCURRENCE & IN AGGREGATE LIMITS)	CGL - WAIVER OF SUBROGATION	
AUTOMOBILE LIABILITY (WITH PER OCCURRENCE LIMIT)	AUTOMOTIVE LIABILITY (WITH PER OCCURRENCE LIMIT)	Per Occurence Limit: $1,000,000.00
AUTOMOBILE LIABILITY (WITH PER OCCURRENCE LIMIT)	AUTO - CU AS ADDITIONAL INSURED	
WORKERS' COMPENSATION / EMPLOYER'S LIABILITY	WORKERS' COMPENSATION / EMPLOYER'S LIABILITY	
30-DAY CANCELLATION NOTICE	30-DAY CANCELLATION NOTICE	
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance	Per Occurence Limit: $1,000,000.00 In Aggregate Limit: $1,000,000.00
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance OTHER - CU AS ADDITIONAL INSURED	
Accountants and Auditors Professional Liability Insurance	Accountants and Auditors Professional Liability Insurance OTHER - WAIVER OF SUBROGATION	

Insurance Details

1. Commercial General Liability Insurance, Including Premises, Operations, Products and Completed Operations, Contractual Liability, Independent Contractors; Such Coverage Shall Apply to Bodily Injury and Property Damage on an “Occurrence Form Basis” with limits as stated above.

2. City Utilities shall be added as an Additional Insured to Commercial General Liability Policy.

3. - Waiver of Subrogation shall be included for Commercial General Liability Policy.

4. Automobile Liability Insurance Covering Bodily Injury And Property Damage for Owned, Non-owned and Hired Vehicles with a Combined Single Limit as stated above.

5. City Utilities shall be added as an Additional Insured to Automobile Liability Policy.

6. Workers' Compensation: Statutory Limits

Policy or self-insurance plan with statutory limits formally approved by the State of Missouri is required, even if no employees other than owners. Waiver of Subrogation, where permitted by law, shall be included.

Employer's Liability:
Bodily Injury by Accident --each accident ...$1,000,000
Bodily Injury by Disease--each employee limit...$1,000,000
Bodily Injury by Disease--policy limit...$1,000,000

7. Accountants and Auditors Professional Liability Insurance
Including or endorsed for Contractual Liability and providing
Coverage for Acts, Errors, or Omissions Committed
By Consultant with a Per Occurrence Limit of..... $1,000,000

8. Accountants and Auditors Professional Liability Insurance - City Utilities shall be added as an Additional Insured to policy.

9. Accountants and Auditors Professional Liability Insurance - Waiver of Subrogation shall be included.

***** END OF SECTION *****

V. Bidding Event Version Changes

Version 2 Changes

Addendum #1 has been added to answer various questions received from potential bidders. Three additional documents, Appendices D, E, and F have been added as part of the requests we have received.

***** END OF SECTION *****

VI. Attachments

Recognized and made a part of this Bidding Event are the following attachments:

File Name	Description
RFP 83296 Supplemental Bid Document.pdf	Supplemental Bid Document
RFP 83296 - Addendum 1.pdf	Addendum #1
Appendix D - CU AUP Final FY25.pdf	Appendix D
Appendix E - CU Fuel Report 25.pdf	Appendix E
Appendix F - CU ML 25.pdf	Appendix F

***** END OF SECTION *****

VII. Response Form

Questions / Requests for Submittals

*****PLEASE SEE ATTACHED SUPPLEMENTAL BID DOCUMENT FOR ALL REQUIREMENTS RELATED TO THIS BIDDING EVENT. PROPOSALS SHOULD ADDRESS ALL REQUIRED QUESTIONS AND PROVIDE ALL REQUESTED PRICING. TO THE EXTENT PRACTICABLE, PLEASE PROVIDE YOUR RESPONSES IN THE SAME ORDER AS LISTED IN THE SUPPLEMENTAL BID DOCUMENT AND USE OUR PROVIDED PRICING FORMS WITHIN APPENDIX A. PRICING DOES NOT NEED TO BE ENTERED ON THE LINES BELOW, BUT THE BID FORM SHOULD BE SIGNED AS INDICATED AND RETURNED WITH YOUR PROPOSAL.*****

Pricing / Line Items

The undersigned proposes to furnish at his/her sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

Line 1	Audit Services Year 1		
Audit Services 8/1/26 - 7/31/27 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #1 - Quoted Quantity	Line #1 - Quoted Unit Price
1	LOT		$
Line #1 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2026 *****			
Line #1 Supplier Response Notes:			

Line 2	Audit Services Year 2		
Audit Services 08/01/2027 - 07/31/2028 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #2 - Quoted Quantity	Line #2 - Quoted Unit Price
1	LOT		$
Line #2 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2027 *****			
Line #2 Supplier Response Notes:			

Line 3	Audit Services Year 3		
Audit Services 08/01/2028 - 07/31/2029 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #3 - Quoted Quantity	Line #3 - Quoted Unit Price
1	LOT		$
Line #3 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2028 *****			
Line #3 Supplier Response Notes:			

Line 4	Audit Services Year 4		
Audit Services 08/01/2029 - 07/31/2030 BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #4 - Quoted Quantity	Line #4 - Quoted Unit Price
1	LOT		$

Line #4 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2029 *****

Line #4 Supplier Response Notes:

Line 5	Audit Services Year 5

Audit Services 08/01/2030 - 07/31/2031

BRAND:_____ PART #:_____ *(if applicable)*

Requested Quantity	Unit of Measure	Line #5 - Quoted Quantity	Line #5 - Quoted Unit Price
1	LOT		$

Line #5 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2030 *****

Line #5 Supplier Response Notes:

Authorized Signature

Bidder agrees to furnish the materials/services for delivery as specified at the prices(s) for each item on City Utilities of Springfield, Missouri, Bidding Event. By submitting an electronic, faxed, or written bid, the bidder certifies that he or she has read, understands and agrees to the terms, conditions, attachments and specifications contained in the Bidding Event. The bidder further acknowledges that his or her bid will become a binding contract upon 1) issuance of a Purchase Order by City Utilities; or 2) the signing of a formal Agreement by the parties.

The person submitting the bid certifies that he or she is an authorized agent of the bidder duly empowered to enter into and make binding agreements on the bidder's behalf.

The bidder agrees that submission of an electronic bid, when authorized, shall constitute a binding, valid signature.

Firm Name:

Name: Title:

Signature: Date:

Phone #: Fax #:

Email:

***** END OF SECTION *****

RFP 83296 – PROFESSIONAL AUDITING SERVICES

SUPPLEMENTAL BID DOCUMENT

PART ONE - DETAILED SCOPE OF WORK

1.0 General Information

1.1 This section sets forth the minimum requirements and standards to be met by the Independent Auditor in completion of the audits of City Utilities' financial statements for the contract period.

1.2 The Auditor shall provide at least the minimum services described herein, but the services provided by the Auditor shall include all services necessary to fulfill their proposal and shall not be limited by this Scope of Work.

2.0 Scope of Work to be Performed

2.1 The Auditor shall express an opinion on the fair presentation of City Utilities' financial statements for the fiscal year ending September 30.

2.2 The Auditor shall also be responsible for performing certain limited procedures involving supplementary information required by the Governmental Accounting Standards Board as mandated by generally accepted auditing standards.

2.3 The Auditor shall conduct an audit of City Utilities federal awards as required by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200, Subpart F).

2.4 The Auditor shall also express an opinion on the fair presentation of the Schedule of Under (Over) Recoveries of the Fuel Adjustment Clause for the fiscal year ending September 30.

2.5 The Auditor shall also perform and report on compliance with the Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30.

3.0 Auditing Standards to be Followed

To meet the requirements of this Request for Proposal, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the latest U.S. Government Accountability Office's Government Auditing Standards (Yellow Book), and the provisions of Uniform Guidance (2 CFR Part 200, Subpart F).

4.0 Deliverables

Following the completion of the audits of the financial statements, the Auditor shall issue and deliver the following reports:

4.1 A report of independent auditors on the fair presentation of City Utilities' financial statements for fiscal years ending September 30, in conformity with generally accepted accounting principles.

4.2 A report on internal control and compliance and other matters based on the audit of the basic financial statements, as required by Governmental Auditing Standards.

4.3 Single Audit Reports

4.3.1 A report on the schedule of expenditures of federal awards for fiscal years ending September 30.

4.3.2 A report on internal control and compliance based on the audit of federal awards as required by Uniform Guidance.

4.3.3 Reports on compliance with laws and regulations related to major federal financial assistance programs, as required by Uniform Guidance, for fiscal years ending September 30 (Schedule of Findings and Questioned Costs). These reports shall include a Summary of Auditor's Results; a listing of Findings Related to the Basic Financial Statements Reported in Accordance with Government Auditing Standards, stated as "none" if no findings result; and a listing of Findings and Questioned Costs Relating to Federal Awards, stated as "none" if no findings result.

4.4 A report on the review of Under (Over) Recoveries of the Fuel Adjustment Clause for fiscal years ending September 30.

4.5 A report on compliance with the Financial Test required by the Missouri Solid Waste Management Law for fiscal years ending September 30.

4.6 The SF-SAC form and any additional reports required by the Federal Single Audit Act for submission to the Federal Audit Clearinghouse.

4.7 A subsequent event review for inclusion of City Utilities' financial information with City of Springfield's annual report.

4.8 These deliverables shall be presented in-person by the Auditors to City Utilities Audit Committee and the Board of Public Utilities at their January board meetings. After presentation to the Board, the deliverables shall be distributed to City Council by City Utilities.

5.0 Special Considerations

5.1 City Utilities prepares all components of its audited financial statements, including the MD&A, basic financial statements, notes, required supplementary information, and related schedules. The Auditor shall review the draft prepared by City Utilities and provide all required Independent Auditor's Reports (see item 4.0). City Utilities retains editorial control of the financial statement document until the Auditor's opinion is inserted.

5.2 The Schedule of Expenditures of Federal Awards and Related Auditor's Reports, as well as the reports on the internal control structure and compliance are not to be included in City Utilities' Annual Financial Report, but shall be issued separately. (See item 4.0).

5.3 City Utilities' most recent financial statement audit revealed no material weaknesses in internal control structure and operation, nor did it reveal any material instances of noncompliance with applicable laws, regulations, contracts or grants.

5.4 City Utilities' most recent Single Audit revealed no findings of noncompliance.

6.0 Working Paper Retention and Access to Working Papers

6.1 All working papers and reports shall be retained, at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by City Utilities of the need to extend the retention period. The Auditor shall make working papers available, upon request, to the following parties or their designees:

- City Utilities of Springfield, Missouri
- City of Springfield, Missouri
- U.S. Department of Transportation or any future oversight agencies
- U.S. Government Accountability Office (GAO)
- Parties designated by the federal or state governments or by City Utilities as part of an audit quality review process
- Auditors of entities of which City Utilities is a sub-recipient of grant funds

6.2 In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

7.0 Time Requirements

Time requirements for the engagement are contained herein as Part Three – Time Requirements.

8.0 Assistance to be Provided to the Auditor

Details of assistance to be provided by City Utilities' personnel are discussed in Part Four – Assistance to be Provided to the Auditor, contained herein.

*** END OF SECTION ***

PART TWO - INFORMATION REGARDING CITY UTILITIES

1.0 Name of Contact Person

1.1 The Auditor's principal contact with City Utilities will be the Director – Financial Reporting/Controller or the Sr. VP – Chief Financial and Supply Chain Officer for contract or scheduling requirements and for items specific to the financial process.

2.0 Background Information

2.1 City Utilities' Audited Financial Statements can be found at City Utilities' website at the following link: https://www.cityutilities.net/307/Investor-Relations

During the fiscal year ended September 30, 2025, City Utilities reported $8.7 million in expenditures of federal financial awards.

*** END OF SECTION ***

PART THREE - TIME REQUIREMENTS

1.0 Schedule for the 2026 Fiscal Year Audit (a similar schedule will be developed for audits of future fiscal years if City Utilities exercises the option for additional audits). A suggested 2026 schedule is included at Appendix A, Part 7.

Each of the following shall be completed by the Auditor no later than the dates indicated.

1.1 Interim Work

The Auditor shall complete interim work, if required, within the period of July 1, 2026 through September 30, 2026.

1.2 Detailed Audit Plan

The Auditor shall provide City Utilities by September 1, 2026, both a detailed audit plan and a list of all schedules to be prepared by City Utilities.

1.3 Date Final Field Work May Begin

City Utilities plans to have records ready for final audit and personnel available to meet with the Auditor's personnel by November 2, 2026. Final fieldwork should be completed by November 20, 2026.

1.4 Draft Reports

1.4.1 The Auditor shall have drafts of the September 30 deliverables prepared for City Utilities' review by December 7, 2026. A suggested schedule for the September 2026 audit is attached for reference at Appendix A, Part 7.

1.4.2 Once all issues for discussion are resolved, the final signed Auditor's opinions shall be delivered to the Controller. This process must be completed and an electronic copy of the final audited financial statements and reports received by City Utilities by 5:00 p.m. on January 15, 2027.

1.4.3 The Auditor shall make two separate presentations of the deliverables during January, 2027. The first presentation shall be to the Audit Committee of the Board of Public Utilities on January 26, 2027. The second presentation shall be to the Board of Public Utilities at the January 28, 2027 Board meeting. After the deliverables have been presented to the Board, they shall be distributed to City Council by City Utilities.

1.4.4 The Auditor shall deliver an electronic copy of the September 30 Single Audit Report for submittal to the Federal Audit Clearinghouse by January 15, 2027.

2.0 Entrance Conferences, Progress Reporting and Exit Conferences (a similar procedure shall be followed for the audits of future fiscal years if City Utilities exercises its option for additional audits).

At a minimum, the following conferences shall be held:

2.1 An entrance conference with the Sr. VP - Chief Financial and Supply Chain Officer, Controller and Chief Internal Auditor shall be held prior to the start of interim fieldwork.

2.2 Weekly progress reporting shall be made with the Controller, or designee, during both interim and final fieldwork. These progress reports shall include, but not be limited to, discussions on the progress of the audit, any findings or problems encountered and resolution of audit issues.

2.3 An exit conference with the Sr. VP - Chief Financial and Supply Chain Officer, Controller and Chief Internal Auditor shall be scheduled at the end of field work to summarize the results of field work and to review significant findings, including proposed management letter comments.

*** END OF SECTION ***

PART FOUR - ASSISTANCE TO BE PROVIDED BY THE AUDITOR

1.0 Assistance to be Provided

1.1 Accounting and Internal Audit staff will be available during the audit to assist the firm by providing information, documentation and explanations. Additionally, staff routinely prepares ledgers, financial statements, year-end proof of cash, unbilled revenue calculations, etc. Auditors may assume that this level of effort and assistance will be continued, but may also recommend a different level.

1.2 Upon prior notification, Information Technology personnel shall be available to assist the Auditor with preparation of reports for purposes of audit testing City Utilities' accounting systems. Information Technology personnel will also be available to provide systems documentation and explanations. Accounting staff can assist in coordinating with any other areas.

2.0 Statements and Schedules to be Prepared by City Utilities

2.1 The staff of City Utilities shall provide copies of internally issued financial statements, notes to the financial statements, required supplementary schedules and statistical data for inclusion in the Audited Financial Statements. Assistance may be requested by City Utilities in preparation of interim, internally issued statements or disclosures required by new GASB pronouncements.

2.2 In addition, City Utilities' staff shall prepare working papers summarizing all sources of federal awards for use in completion of the Single Audit.

*** END OF SECTION ***

PART FIVE - SUBMISSION OF PROPOSALS / INSTRUCTIONS TO AUDITORS

1.0 General Instructions

1.1 The Auditor is strongly encouraged to review the entire Request for Proposal thoroughly. Failure to do so could result in improper submittal and rejection of offer. All proposals will be reviewed for compliance with the submission requirements contained in this section and responsiveness to the minimum requirements in Detailed Scope of Work.

1.2 Submission of Proposal

The Technical Proposal and the Offer and Schedule of Professional Fees is required to be submitted per the instructions and by the due date and time presented in RFP header (Close Date/Time). Proposals submitted in response to this RFP should be presented in the format outlined in RFP Part Five, Section 1.21. Failure to provide this information as instructed may result in rejection of the proposal.

1.2.1 (Refer to RFP Section I, (Response Submittal Methods) for complete submittal details) For proposal submittal methods other than the Electronic Bid Attachment Tool (EBAT), that is the non-digital submittal methods of Mail/Express mail and Hand Deliver, One (1) original and four (4) copies of the **Technical Proposal** and the **Offer and Schedule of Professional Fees** should be included. All proposals, regardless of submittal method, are to include the following:

i. Title Page

Title page showing the Request for Proposal's subject; the firm's complete legal name; the name, address and telephone number of a contact person, and the date of the proposal.

ii. Table of Contents

iii. Transmittal Letter

A signed letter of transmittal briefly stating the Auditor's understanding of the work to be done, acceptance of all terms and conditions specified in the Request for Proposal, (any terms and conditions not accepted must be specifically identified in the transmittal letter) a commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

iv. Technical Proposal

The method by which the Technical Proposal is organized is left to the discretion of the Auditor. However, the Technical Proposal shall include a discussion of all items set forth in RFP Part Seven, Section 2.0 of this Request for Proposal.

v. Offer and Schedule of Professional Fees and Expenses

The Offer and Schedule of Professional Fees and Expenses shall be presented in the format provided in Appendix A. This shall support the total all inclusive maximum price for Professional Fees and Expenses as explained in Part Five, Section 3.0.

2.0 Technical Proposal

2.1 General Instructions

2.1.1 The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of City Utilities in conformity with the requirements of this Request for Proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the requirements of this Request for Proposal.

2.1.2 The Technical Proposal should address all the points outlined in the Request for Proposal. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Auditor's capabilities to satisfy the requirements of the Request for Proposal. While additional pertinent narrative or data may be presented, the following subjects, item Nos. 2.2 through 2.10, must be included. These items, in addition to the total all-

inclusive maximum prices for services and expenses, represent the criteria against which the proposal will be evaluated.

2.1.3 Evaluation of Proposals

The Audit Selection Committee will evaluate each proposal to determine which is the lowest and best. City Utilities reserves the right to waive informalities and to accept or reject any or all proposals submitted.

Some examples of the criteria used:

- Assigned Practice Office and Audit Staff Experience
- Audit Approach, Reference Comments, and Other Relevant Expertise
- Assigned Practice Office Experience and Current Clientele
- Quality of Audit Work of Assigned Practice Office
- Pricing

2.1.4 Utility industry experience is very important due to expected changes the utility industry will be facing in the future. Both Internal Audit and Accounting staff utilize the utility industry expertise of the independent audit staff to determine how other utilities are managing various industry issues. Examples of some of the issues that City Utilities will be facing in the near future include:

- Maintaining acceptable bond ratings.
- Monitoring compliance with the Air Quality Standards.
- Monitoring upcoming legislation that will impact the Utility Industry.
- Retirement of generation assets.
- Implementation of a Battery Energy Storage System.

2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of City Utilities and the City, and any of its agencies, oversight or component units, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards (Yellow Book).

2.2.2 The firm shall also list and describe the firm's professional relationships involving City Utilities or the City or any of its partners, including the Partnership Industrial Center and The Energy Authority (TEA), 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.

2.2.3 In addition, the firm shall give City Utilities written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

2.3 License to Practice in the State of Missouri, issued by the Missouri State Board of Accountancy.

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice accounting in the State of Missouri.

2.4 Firm Qualifications and Experience

2.4.1 The proposal shall state:

- the size of the firm
- the size of the firm's utility audit staff
- size of the firm's governmental audit staff
- the location of the office from which the work on this engagement is to be performed
- for the assigned practice office, indicate:
  - the number of staff by discipline (financial audit, information technology, tax, consulting)
  - the number of staff by category (partner, manager, etc.)
  - the number of staff with utility audit or consulting experience
  - description of current audit client base by industry, size, etc.

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific utility and government engagements.

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practiced office.

2.5 Partner, Supervisory and Staff Qualifications and Experience for Assigned Staff

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, and specialists (including information technology specialists) who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in the State of Missouri. The firm also should provide information on the electric, natural gas, transportation, broadband and water utilities, and governmental auditing experience (including a list of clients) for <u>each</u> <u>person</u> identified including information on relevant continuing

professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement.

2.5.3 Describe any other practice office experience that you deem to be relevant to completion of the proposed engagement.

2.5.4 If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel, during the contract term, City Utilities will retain the right to approve or reject replacements.

2.6 Description of Relevant Practice Office Experience

2.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2020 and 2025)

- Electric, natural gas, broadband and water utilities (include the services provided and indicate if municipally owned)
- Public transportation entities
- Municipalities and other government entities
- Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided)

2.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to City Utilities:

- Scope of Work
- Approximate dates service was provided
- Approximate number of customers, population, etc.
- Name of engagement partner
- Total hours
- Name and telephone number of principal client contact

2.7 Specific Audit Approach – Auditors will be required to provide the following information on their audit approach:

2.7.1 A work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Three – Scope of Work of this Request for Proposal.

2.7.2 Proposed segmentation of the engagement, if any.

2.7.3 Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

2.7.4 Extent of use of computer-assisted auditing procedures to be used in the engagement. Disclose the use of Artificial Intelligence (AI) in delivering audit services and describe the controls in place to ensure such tools comply with professional standards, protect confidential data, and maintain audit quality.

2.7.5 Type and extent of analytical procedures to be used in the engagement.

2.7.6 Approach to be taken to gain and document an understanding of City Utilities' internal control structure; this should include a discussion of the scope and frequency of the review of Information Technology controls.

2.7.7 Approach to be taken in determining laws and regulations that will be subject to audit test work.

2.7.8 Approach to be taken in drawing audit samples for purposes of tests of compliance.

2.7.9 Explain your firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them. This estimate shall be made in conjunction with Part Three, Paragraph 1.2 and Part Four of this Request for Proposal.

2.7.10 Explain your firm's procedures for technical review of audit reports prior to issuance. This discussion should identify key personnel involved in technical review, state their qualifications and whether they are independent of personnel assigned to the audit engagement.

2.7.11 Identify the firm's general approach regarding subsequent years' audit engagements, should City Utilities exercise this option.

2.7.12 Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

2.7.13 Describe your firm's standard onboarding process for new audit clients. Include details such as:

- Typical timeline and phases of onboarding.
- Information and documentation requested from the client.
- Expected level of involvement from client personnel (hours and roles).
- Any technology or system access requirements.
- Training or orientation sessions for client staff, if applicable.

2.8 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from City Utilities.

2.9 Report Format

The proposal shall identify and describe any significant anticipated revisions for the report formats contained herein.

2.10 Other Information

2.10.1 Staff Education and Development

Describe your firm's policy for staff education and development.

2.10.2 Staff Turnover

Provide a summary of the proposed practice office's staff turnover during the past three (3) years. This should be summarized by staff level.

2.10.3 Rotation Policy

Describe your firm's policy regarding rotation of seniors, managers, and/or partners, if such a policy exists.

3.0 Offer and Schedule of Professional Fees and Expenses

3.1 Total All-inclusive Maximum Price for Professional Fees (Appendix A, Parts 1, 2, and 3).

3.1.1 The Offer and Schedule of Professional Fees shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total, all-inclusive maximum price to be bid is to contain all direct and indirect costs excluding transportation, food and lodging expenses.

3.1.2 City Utilities will not be responsible for expenses incurred in preparing and submitting the response to the Request for Proposal. Such costs shall not be included in the proposal.

3.1.3 The proposal should also include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

3.2 Preparation of the Offer and Schedule of Professional Fees and Expenses

3.2.1 The Offer and Schedule of Professional Fees shall be presented in the format provided in Appendix A, Parts 1 and 2, to support the total all-inclusive maximum price for the September 30 audit of the Total Company. The Offer and Schedule of Professional Fees shall include: rates by partner, manager, senior and other staff, and hours anticipated for each.

3.2.2 Total All-inclusive Maximum Price for the Future Engagements

An Offer and Schedule of Professional Fees, presented in the format provided in Appendix A, Part 5, shall be submitted and shall include the total all-inclusive maximum price for subsequent years' engagements, should City Utilities exercise this option, for fiscal years 2027 through 2030.

3.2.3 Total All-inclusive Maximum Price for Expenses

An Offer and Schedule of Expenses, presented in the format provided in Appendix A, Part 4, shall be submitted for the September 30 audit of the Total Company. It shall include the total all-inclusive maximum price for current and subsequent years' expenses, should City Utilities exercise this option, for fiscal years 2027 through 2030. The amount bid for the not-to-exceed for expenses will also be used in the evaluation of the proposals.

3.2.4 Additional Professional Services

City Utilities may request the Auditor to render additional services under a separate contract when such additional work does not create a conflict of interest or is not prohibited by the policy of the contracting firm. Firms submitting proposals are asked to describe or provide a copy of the firm's policy for providing consulting services to audit clients. Such additional work not covered in this RFP document shall be performed as set forth in a separate contract between City Utilities and the Auditor. Fees for any such additional work shall not exceed those rates set forth in the Offer and Schedule of Professional Fees, Appendix A, unless otherwise agreed to in writing between City Utilities and the Auditor. Any changes to this contract for Additional Professional Services must be agreed to in writing between City Utilities and the Auditor.

3.2.5 Auditors Guarantees and Warranties

The Auditor shall include guarantees and warranties as set forth in Appendix A, Parts 5 and 6.

3.3 Manner of Payments

3.3.1 Progress payments must include hours of work completed by classification of staff during the course of the engagement in accordance with the firm's quoted hourly rates included in the bid proposal. Receipts or verification of

transportation, lodging and other applicable expenses excluding meals shall be required. Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates. Receipts or verification of meal charges may be requested for the respective billing if the average daily meal charge for on-site person-days exceeds $60 per day. Interim billings shall cover a period of not less than a calendar month. Total payments will not exceed the total all-inclusive maximum price bid for Professional Fees and Expenses.

3.3.2 Payments shall be made to Auditor within 30 days following receipt of proper invoice by City Utilities.

3.3.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

*** END OF SECTION ***

APPENDIX A

APPENDIX A PART 1

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2026

	ESTIMATED HOURS	STANDARD HOURLY RATES	QUOTED HOURLY RATES	TOTAL
Partners	_____	$_____	$_____	$_____
Managers	_____	$_____	$_____	$_____
Seniors	_____	$_____	$_____	$_____
Other supervisory Staff	_____	$_____	$_____	$_____
Staff	_____	$_____	$_____	$_____
Other (specify):	_____	$_____	$_____	$_____

Total, all-inclusive maximum price for audit services (excluding expenses) for the fiscal year ending 9/30/2026 $_____

Note: The Quoted Hourly Rates shall not be presented as a general percentage of the Standard Hourly Rate or as a gross deduction from the total, all-inclusive maximum price.

APPENDIX A PART 2

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FUTURE FISCAL YEARS

The undersigned has thoroughly examined the Request for Proposal, including Appendices, and therefore submits the following offer to provide services in strict accordance with the terms and conditions contained in the Request for Proposal.

Fiscal Year Ending 9/30/26 (Year 1)	$_____
Fiscal Year Ending 9/30/27 (Year 2)	$_____
Fiscal Year Ending 9/30/28 (Year 3)	$_____
Fiscal Year Ending 9/30/29 (Year 4)	$_____
Fiscal Year Ending 9/30/30 (Year 5)	$_____

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027_____percent of the 2026 Quoted Hourly Rates

2028_____percent of the 2027 Quoted Hourly Rates

2029_____percent of the 2028 Quoted Hourly Rates

2030_____percent of the 2029 Quoted Hourly Rates

City Utilities will require justification for any renewal increases.

Note: The hourly rates submitted on the progress payments for the above time periods will increase at a rate equal to or less than the percentage increase for the total, all-inclusive maximum price for each contract year. The hourly rates for these time periods, when multiplied by the hours worked, shall not exceed the total, all-inclusive maximum price for that contract year.

APPENDIX A PART 3

OFFER AND SCHEDULE OF ALL-INCLUSIVE MAXIMUM PRICE FOR EXPENSES RELATED TO WORK BID UNDER APPENDIX A, PARTS 1 AND 2

EXPENSES

During the course of the project, City Utilities shall reimburse for all reasonable travel and living expenses as per City Utilities Contractor Travel Reimbursement Guidelines (Rev 10-2019), Part Seven - Appendix C and approved by City Utilities' project manager **up to the amount bid for not to exceed pricing noted below**. "Reasonable travel and living expenses" shall not exceed $220 per day per person (excluding airfare). Reimbursable airline travel shall be coach class, taking advantage of all applicable discounts, if any, and scheduled fourteen (14) days in advance Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates.

Receipts or verification of all transportation, lodging and other applicable expenses **excluding meals** must be provided with each billing. Receipts or verification of **meal charges** may be requested for the respective billing if the average daily meal charges for on-site person-days **exceeds $60 per day.**

The not-to-exceed for bid amount expenses will be used in the evaluation of the proposals.

All transportation, lodging, meals and other expenses **shall not exceed:**

$_____	Year 1 of Contract	Fiscal Year Ending September 30, 2026
$_____	Year 2 Contract Renewal	Fiscal Year Ending September 30, 2027
$_____	Year 3 Contract Renewal	Fiscal Year Ending September 30, 2028
$_____	Year 4 Contract Renewal	Fiscal Year Ending September 30, 2029
$_____	Year 5 Contract Renewal	Fiscal Year Ending September 30, 2030

APPENDIX A PART 4

OFFER AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES, IF REQUESTED BY CITY UTILITIES

	2026 STANDARD HOURLY RATES	2026 QUOTED HOURLY RATES
Partners	$_____	$_____
Managers	$_____	$_____
Seniors	$_____	$_____
Other supervisory staff	$_____	$_____
Staff	$_____	$_____
Tax	$_____	$_____
Information Technology	$_____	$_____
Other (specify):	$_____	$_____

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027_____percent of the 2026 Quoted Hourly Rate

2028_____percent of the 2027 Quoted Hourly Rate

2029_____percent of the 2028 Quoted Hourly Rate

2030_____percent of the 2029 Quoted Hourly Rate

City Utilities will require justification for any renewal increases.

Note: Reimbursement for expenses will be established in the contract for additional services, if required.

APPENDIX A PART 5

AUDITOR GUARANTEES

1.0 The Auditor certifies it can and shall provide, at a minimum, all services set forth in Part Two – Scope of Work.

2.0 The Auditor has read Appendix B, Special Provisions, and agrees that the rights and prerogatives as detailed in that appendix are retained by City Utilities as appropriate.

APPENDIX A PART 6

AUDITOR WARRANTIES

1.0 Auditor warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Auditor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

3.0 Auditor warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of City Utilities.

4.0 Auditor warrants that all information provided by it in connection with this proposal is true and accurate.

APPENDIX A PART 7

Suggested 2026 Audit Schedule
Summary of Key Dates FYE September 2026

Proposed

July - September, 2026	Interim
October 16, 2026	Confirmations completed by CU
October 23, 2026	PBC’s completed by CU
November 2 - 20, 2026	Audit Field Work (3 weeks of 4 week window)

	(November 11th – Holiday)
November 30, 2026	Draft of audit report to Audit Firm for review
December 7, 2026	Audit Firm changes & comments of draft to CU
December 14, 2026	CU changes & comments to Audit Firm
December 18, 2026	Audit Firm Independent Partner comments due to CU
January 4, 2027	Final CU changes and final draft due to Audit Firm
January 15, 2027	Final PDF copies received by CU
January 26, 2027	Audit Committee Meeting 3:30 p.m. (Board schedule for 2027 finalized in December)
January 28, 2027	Board Meeting (3:00 p.m.)

APPENDIX B

NOTICE: ANY RESULTING CONTRACT SHALL INCLUDE THE SPECIAL PROVISIONS IN ITS ENTIRETY.

1.0 TERM OF CONTRACT

The term of the contract shall begin on the effective date of City Utilities' Purchase Order and shall end on June 30, 2027. The contract shall not bind, nor purport to bind, City Utilities for any contract term beyond the original term of the contract.

2.0 OPTION TO EXTEND THE CONTRACT

City Utilities may, at its sole option, give notice to the Auditor to extend the contract for up to four (4) additional successive one-year terms beginning on July 1 and ending on June 30, unless the Auditor has notified City Utilities at least ninety days prior to the end of the contract term or extensions thereto that the Auditor will not renew the contract.

3.0 TIME OF COMPLETION

Notwithstanding the term of the Contract, the Auditor shall complete all work and provide all services in accordance with the schedule of time promised by the Auditor in its proposal.

4.0 AUDIT SERVICES INSURANCE REQUIREMENTS

Without limiting any of the other obligations or liabilities of the Auditor, the Auditor shall secure and maintain at Auditor's own cost and expense, throughout the duration of this Contract and until the Work is completed and accepted by City Utilities, insurance of such types and in such amounts as may be necessary to protect the Auditor and the interests of City Utilities 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 City Utilities. Regardless of such approval, it shall be the responsibility of the Auditor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Auditor to maintain coverage shall not relieve the Auditor of any contractual responsibility or obligation or liability under the Contract Documents.

The certificate of insurance, including evidence of the required endorsements hereunder or the policies shall be filed with City Utilities within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Auditor 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 material reduction in coverage or protection of City Utilities or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City Utilities of Springfield, Missouri
Attn: Director- Risk Management
301 E. Central Street
P.O. Box 551
Springfield, MO 65801-0551

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established within the RFP document section IV (Insurance Requirements)

5.0 The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by City Utilities and the Auditor. Upon request by City Utilities, the Auditor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.

6.0 The entire Agreement between City Utilities and Auditor shall consist of those elements presented in RFP Part Two (Contract Documents). In the event of a conflict in language, the order of precedence provided in RFP Part Two (Contract Documents) will prevail. However, City Utilities reserves the right to clarify any Contractual relationship in writing with the concurrence of the Auditor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Request for Proposal or the Auditor's Proposal. The Auditor is cautioned that his proposal shall be subject to acceptance without further clarification. In the event of an error between the original bid and its copy, the original bid will prevail. City Utilities reserves the right to waive any informalities in a proposal, and to accept or reject any proposal or any part thereof.

7.0 In the event that budget funds are not approved by the Board of Public Utilities and Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

8.0 The Auditor agrees and understands that City Utilities' Agreement to the Contract may be predicated, in part and among other considerations, on the utilization of the specific individual(s) and/or personnel qualification(s) as identified and/or described in the Auditor's Proposal. The Auditor agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that City Utilities' approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. City Utilities agrees that an acceptance of a substitution will not be unreasonably withheld. Additionally, the Auditors, if so directed by City Utilities, shall replace any persons employed by the Auditor in connection with the Project.

9.0 All information, data, and reports available and necessary for the carrying out of the work shall be furnished to the Auditor without charge, and the parties shall cooperate with each other in every way possible in carrying out the Scope of Work. Any original documents acquired by the Auditor will be returned to City Utilities.

10.0 The Auditor shall fully coordinate its activities in the performance of the contract with the activities of City Utilities.

11.0 Any reports, data, or similar information given to or prepared or assembled by the Auditor under this contract shall not be made available to any individual or organization by the Auditor without prior written approval of City Utilities, except as required by law, regulation or court order.

12.0 The Auditor represents that Auditor will secure at Auditor's own expense, all personnel required to perform the services called for under this contract by Auditor. Such personnel shall not be employees of or have any contractual relationship with City Utilities except as employees of the Auditor. All of the services required hereunder will be performed by the Auditor or under Auditor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of City Utilities.

13.0 If, through any cause, the Auditor shall fail to fulfill in timely and proper manner Auditor's obligations under this Contract, or if the Auditor shall violate any of the covenants, Agreements, or stipulations of this Contract, City Utilities shall thereupon have the right to terminate this Contract by giving written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the Auditor under this Contract shall, at the option of City Utilities, become City Utilities' property, and the Auditor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. Notwithstanding the above, the Auditor shall not be relieved of liability to City Utilities for damages sustained by City Utilities by virtue of any such breach of the contract by the Auditor.

13.5 City Utilities may terminate this Contract without cause by giving thirty (30) days written notice to Auditor. City Utilities will pay Auditor for all work performed and all expenses incurred or expended up to termination.

14.0 No salaried officer, employee or partner of the City or City Utilities and no member of the City Council or Board of Public Utilities shall have a financial interest, direct or indirect, in this Contract. A violation of this provision renders the Contract void. Any federal regulations, and applicable provisions in Section 105.450 et seq. RSMo. shall not be violated.

15.0 The Auditor 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 thereto of City Utilities. Provided, however, that claims for money due or to become due to the Auditor from City Utilities 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 City Utilities. Any such assignment is expressly subject to all rights and remedies of City Utilities under this Agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require City Utilities to give any notice to any such assignee of any actions which they may take under this Agreement, though they will attempt to so notify any such assignee.

16.0 Auditor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Auditor further covenants that in the performance of this Contract no person having such interest shall be employed.

17.0 The Auditor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

18.0 This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Auditor will be an independent contractor and not City Utilities' employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Auditor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Auditor's activities and responsibilities hereunder. The Auditor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Auditor and City Utilities, and City Utilities will not be liable for any obligation incurred by the Auditor, including, but not limited to, unpaid minimum wages and/or overtime premiums.

19.0 The parties mutually agree to the following:

19.1 The Auditor shall indemnify and hold harmless City Utilities and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting pursuant to this agreement, caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

19.2 In any and all claims against City Utilities or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Workers' Compensation acts, disability benefit acts, or other employee benefit acts.

20.0 No provision of the contract documents shall be construed, expressly or by implication, as a waiver by City Utilities of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.

21.0 All notices required or permitted hereunder and required to be in writing may be given by first class mail. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.

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

23.0 Auditor's Responsibility for Subcontractors

It is further agreed that Auditor shall be as fully responsible to City Utilities for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as

Auditor is for the acts and omissions of persons it directly employs. Auditor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Auditor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Auditor the same power regarding termination of any subcontract City Utilities may exercise over Auditor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between any subcontractor and City Utilities or between any subcontractors.

24.0 EEO Discrimination Prohibited

As applicable, the provisions of the Equal Opportunity Clauses pursuant to Section 202 of Executive Order 11246, as amended, and 41 CFR Section 60-1.40; as well as 29 C.F.R. Part 471, Appendix A to Subpart A, are herein incorporated by reference. Further, sellers who (1) are not otherwise exempt as provided by 41 CFR 60-1.5, (2) have 50 or more employees and, (3) have a contract, subcontract or purchase order amounting to $50,000 that is necessary to the completion of a covered federal contract or subcontract are hereby notified of their obligations to file EEO Standard Form 100 and to prepare an affirmative action plan(s) as required under the regulations set forth above.

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

***** END OF APPENDIX B *****

APPENDIX C

APPENDIX C CONTRACTOR TRAVEL REIMBURSEMENT GUIDELINES (REV 10-2019)

1. Expenses reimbursed. Travel expenses for Contractor and/or contractor's employees or agents shall be provided only in accordance with this policy. For purposes of this guideline "Traveler" means the Contractor, its employees or agents assigned to work pursuant to a written agreement with City Utilities.

2. Excess Costs. Travelers will not be reimbursed for excess costs caused by:
    a. An indirect route as a matter of personal preference; or
    b. Premature departure for personal reasons from a temporary location; or
    c. Extending a stay for personal reasons.

3. Applicability. To be entitled to a reimbursement for travel expenses, Travelers must be on a temporary assignment that is at least 50 miles in distance from Contractor office, the Traveler's official work station, or Traveler's residence (whichever is closest to the temporary assignment). The cost of travel for spouses, other family members, and friends is not reimbursable under any circumstances.

4. Travel Authorization. In all cases, travel must be necessary and allowable under the contract to be reimbursed. A management official of the Contractor shall authorize all travel and travel vouchers reflecting travel expenditures.

5. Air Travel. Air travel shall only be reimbursed at the rate for coach/economy class for the flight. Travel should be planned as far in advance as possible to take advantage of discounted fares; especially if reasonable certainty exists that the event will take place. If more than one air carrier offers service, travel should be on the carrier that offers the lowest price. If a restricted fare is booked and the Contractor's employee requires a change, a reasonable exchange fee may be claimed.

6. Rental Cars. Reimbursement for a rental car shall not exceed the rental cost for a mid-size vehicle. The Contractor should have a policy that requires employees to compare the cost of car rental with other forms of transportation and to choose the cheaper mode of transportation. The use of rental cars, even if authorized, must be justified in writing by the traveler upon request by City Utilities. Claims for rental car gasoline must be supported by original receipts.

7. Lodging. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained. Lodging reimbursement will be limited to the GSA lodging rate for the location in question: http://www.gsa.gov/portal/category/21287. If a temporary assignment concludes during

the workday and is located within 100 miles of the Traveler's official work station or residence, the Traveler shall not be authorized for reimbursement for overnight lodging.

8. Subsistence. Travelers on overnight travel status shall be reimbursed on a per diem basis for food at the GSA rate for the location in question the website for which may be found at the following address: http://www.gsa.gov/portal/category/21287.

9. Special meal allowance for travel of less than 24 hours when there is no lodging. Employees in non-overnight travel status, who are away from their residence at least 11 consecutive hours excluding meal time, in travel status at least 3 hours beyond their regularly scheduled workday, the meal is eaten at the work site or a restaurant near the work station, and the meal is specifically authorized, should be reimbursed on an actual expense basis with the meal cost limited to a $10.00 charge (receipt required) or up to $6.00 without a receipt.

10. Use of personal owned vehicle. A Traveler may be reimbursed for use of his/her personal vehicle while on Contractor related business at the maximum reimbursement rate will be the rate stipulated by the IRS, the website for which may be found at the following address: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehiclehttps://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-ratespov-mileage-reimbursement-rates. If a Traveler chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per diem difference

11. Taxicabs or Transportation Network Companies (TNC). The use of taxicabs or TNCs such as Uber or Lyft are permitted while Travelers are on official travel. Taxi or TNC hire is appropriate when:
    a. public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances;
    b. traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or
    c. for travel from the Traveler's residence to the official station to depart on an assignment requiring at least one night's lodging, and from the official station to the residence on the day the employee returns from the trip.
    d. Taxi or TNC fares for trips used to obtain meals will not be reimbursed.
    e. Reimbursement for taxicab or TNC fares (plus the customary 15% tip) will be made only if an appropriate receipt is submitted with the voucher.

12. Non-Reimbursable Expenses. Examples of expenses that will not be reimbursed include the following:
    a. alcoholic beverages, entertainment;

b. laundry, dry cleaning and pressing of clothing (unless the traveler was held over on the assignment past the original estimate of time for the assignment);
c. travel insurance;
d. parking fines;
e. charges incurred because of indirect travel for personal reasons;
f. gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility; and:
g. any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

13. Receipts. Valid original itemized receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the voucher will justify the expense. Receipts submitted with the voucher should indicate the name of the payee, date, amount, and the service rendered.

***** END OF APPENDIX C *****

ADDENDUM NUMBER 01

BIDDING EVENT 83296

Professional Auditing Services

TO PROSPECTIVE BIDDERS:

The original Bidding Event documents remain in full force and effect except as revised by the following changes which take precedence over anything to the contrary in the Bidding Event document.

QUESTIONS/CLARIFICATIONS:

- Why is City Utilities soliciting audit proposals?
  City Utilities issues RFPs in accordance with our procurement policy and applicable state requirements. The contract with the incumbent had no further renewal options, triggering the normal, periodic, re-solicitation of these services.

- How long have you utilized your current auditing firm
  The incumbent firm began with the Fiscal Year 2010 audit.

- What is your preference for conducting audit fieldwork? In person, hybrid or remotely?
  Historically, field work has been conducted in person. Hybrid or remote options have been available as needed and utilized after field work but prior to issuing the final report.

- Has the current auditor charged City Utilities fees outside the scope of the audit in the past several years? If so, what is the nature of this and the amount of fees?
  Yes, we paid fees outside the scope of the audit for Fiscal Year 2025. We paid $3,135 for additional work related to the early implementation of GASB 103. We paid $21,850 for IT audit work related to the implementation of three new software systems.

- Are there any major anticipated changes in City Utilities operations or organization that will significantly impact the audit?
  We do not anticipate any changes that would have a significant impact on the audit.

- Were there any proposed audit journal entries for the last two audits? If so, approximately how many for each year?
  We did not have proposed audit adjustments for the last two audits.

- Could you please provide a copy of the written management letter (SAS 115) and SAS 114 communications, if applicable, from the predecessor auditor for the fiscal year 2025 audit?
  We did not receive a written management letter for fiscal year 2025. We have provided the Report to the Board of Directors, Audit Committee, and Management. SAS 114 documentation has been added as Appendix F.

- Have there been any significant material transactions, contingencies or litigation since September 30, 2025, that may impact the scope of the fiscal year 2026 audit engagement? Are there any plans to issue new debt in fiscal year 2026?
  There have been no significant material transactions, contingencies, or litigation since September 30, 2025 that we would expect to impact the scope of the fiscal year 2026 audit. We do plan to issue new debt related to power supply projects in fiscal year 2026

- Appendix A Part I requests estimated hours. The hours on the Single Audit may fluctuate depending on the number of federal major programs required to be audited each year. Should we assume one federal major program for fiscal year 2026 in the hours estimate?
  Yes, assume one major program in your estimate.

- Does City Utilities have a mandatory rotation policy for audit firms, or have they been invited to bid?
  City Utilities does not have a mandatory rotation policy for audit firms. The incumbent has been invited to bid.

- Has there been any significant staffing turnover in the accounting staff over the past year or any changes you would expect to impact fieldwork compared to previous years?
  No, there has not been significant turnover in City Utilities' accounting staff within the last year, or any changes that we would expect to impact fieldwork compared to previous years.

- What, if anything, would City Utilities like to see changed about their current audit process?
  City Utilities has not identified any significant changes needed for the audit process.

- For the deliverables being requested on page 2 of the Supplemental Bid Document for RFP 83296 for items 4.4 and 4.5, are 2025 copies available to review?
  Yes, the requested documents have been added as attachments.
  Appendix D – Missouri Solid Waste Management Financial Test
  Appendix E - Auditor's Report on the Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

- Were there any audit entries proposed by the audit firm during the 2025 audit? Is there a list of journal entries available?
  No audit entries were proposed by the audit firm for the 2025 audit.

- What general ledger system does City Utilities use? Is there a possibility for auditor access?
  City Utilities uses Oracle PeopleSoft 9.2. Auditors have not requested direct access in recent years, but that could be a possibility if needed.

- Was a management letter issued during the 2025 audit? If so, is this available for review?
  No, a management letter was not issued.

- Per the 2025 single audit report, 2025 federal expenditures were $8.7 million. Any significant changes expected in 2026 in either dollar amount or the specific grants being received?
  Federal expenditures through March 2026 total approximately $5 million. Based on current activity, we estimate we could reach roughly $12 million for the fiscal year. In 2025, major program activity included FEMA funding related to a 2023 storm and the PHMSA program. The PHMSA program continues to have significant activity in 2026.
  We experienced a major storm in 2025 and anticipate receiving approximately $6.4 million in FEMA funding. Documentation has been submitted to FEMA, but the recognition of these funds on the SEFA will depend on whether FEMA obligates the funds prior to the end of FY 2026.

- Please provide the fees for the financial statement and single audit (if separate fee) for the last three years.
  Below you will find in-scope fees listed for the last three years for the financial statement audit and single audit. Additional single audit fees for a second major program are provided when applicable.
  FY 2023: $94,250 (No additional single audit fees)
  FY 2024: $103,860 (Includes $6,500 single audit fee for second major program)
  FY 2025: $114,460 (Includes $4,460 single audit fee for second major program)

- Were there any additional billings for services beyond the scope of the audit?
  Yes, in addition to the billings provided above, we received billings in 2025 for IT audit work related to the implementation of three new software systems as well as additional work surrounding the early implementation of GASB 103.

- Have the auditors historically been on-site to perform interim fieldwork? If so, when has interim fieldwork historically taken place, and how many auditors have been on-site? Page 5 of the RFP noted timing should be between July 1 and September 30.
  Yes, historically auditors have been on site. For the past few years, interim field work has taken place mid-September to allow for review of information through the end of August. 2025 interim field work was conducted from September 15 to September 19.

- Final fieldwork – page 5 of the RFP noted fieldwork should take place between November 2 and November 20. How long (is audit team traditionally on site those 3 weeks) and how many auditors have historically been on site during final fieldwork?
  Yes, Final fieldwork should be held between November 2 and November 20 for the 2026 audit. The audit team is traditionally on site all three weeks, sometimes concluding a day or two early. The team has historically included four auditors on site for the full three weeks. An additional auditor assigned to the single audit is generally on site for the first week.

- Can you please clarify the use of the Response Form on pages 7 and 8 of the RFP, in reviewing the bold note at the top, it reads like the only portion of the form that needs to be completed is the Authorized Signature portion at the bottom. And the rest of the document doesn't need to be filled out because the Appendices in the Supplement cover all the pricing information, is this correct?
  This is correct, due to procurement system limitations we are unable to remove this section from the system generated procurement document. Please sign the bid form and return along with all requested information from the supplemental bid document.

CHANGES:

All else remains unchanged.

****

ACKNOWLEDGMENT:

Acknowledge this Addendum 01 by signing below and returning it with your bid.

Firm Name:

c/o:_____
(Name of Agent or Sales Rep)

Title:_____

Signature:_____

Date:_____

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Independent Accountant's Report on Applying Agreed-Upon Procedures

The Honorable Mayor and Members of the
City Council of the City of Springfield, Missouri
City Utilities of Springfield, Missouri

We have performed the procedures enumerated below, related to demonstrating City Utilities of Springfield, Missouri (City Utilities), financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules, as of and for the year ended September 30, 2025. The management of City Utilities is responsible for its compliance with these regulations.

City Utilities has agreed to and acknowledged that the procedures performed are appropriate to meet the intended purpose of demonstrating City Utilities' financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules as of and for the year ended September 30, 2025. This report may not be suitable for any other purpose. The procedures performed may not address all the items of interest to a user of this report and may not meet the needs of all users of this report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes.

The procedures and the associated findings are as follows:

1. At your request, we have read the letter dated January 20, 2026, from your Sr. Vice President – Chief Financial and Supply Chain Officer to the Missouri Department of Natural Resources, and compared the data therein that are specified as having been derived from the audited basic financial statements as of and for the year ended September 30, 2025, with corresponding amounts in those basic financial statements and determined that they are in agreement.

2. We compared the amount disclosed as total liabilities on line 2 of the Alternative I table (attached to this report as Exhibit I) to total liabilities from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

3. We compared the amount disclosed as tangible net worth on line 3 of the Alternative I table to the net position disclosed in the September 30, 2025, audited basic financial statements less amounts for water rights, easements, and internally developed software totaling $44,253,000 which were agreed to general ledger queries and determined that they are in agreement. We noted that tangible net worth includes other intangible assets that were incurred in connection with construction and installation of plant as they are included in the plant accounts directly benefited.

4. We compared the amount disclosed as net worth on line 4 of the Alternative I table to net position from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

5. We compared the amount disclosed as current assets on line 5 of the Alternative I table to current assets from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

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6. We compared the amount disclosed as current liabilities on line 6 of the Alternative I table to current liabilities from the September 30, 2025, audited basic financial statements and determined that they are in agreement.

7. We recalculated the amount disclosed as the sum of net income plus depreciation, depletion, and amortization by agreeing the amounts disclosed by City Utilities as change in net position, depreciation and amortization, and auto depreciation included in vehicle expense to the corresponding amounts in the September 30, 2025, audited basic financial statements and compared the result of our calculation to that reported on line 7 of the Alternative I table and determined that they are in agreement.

We were engaged by City Utilities to perform this agreed-upon procedures engagement and conducted our engagement in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not, conduct an examination or review engagement, the objective of which would be the expression of an opinion or conclusion, respectively, on demonstrating City Utilities' financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of the Missouri Solid Waste Management Rules. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

We are required to be independent of City Utilities and to meet our other ethical responsibilities in accordance with the relevant ethical requirements related to our agreed-upon procedures engagement.

This report is intended solely for the information and use of the specified parties listed above and is not intended to be and should not be used by anyone other than these specified parties.

Our previously issued report dated December 29, 2025, was restated to include a change in the total liabilities line listed on the Test to Demonstrate Financial Assurance.

Forvis Mazars, LLP

Springfield, Missouri
January 28, 2026

City Utilities of Springfield, Missouri
EXHIBIT I
Test to Demonstrate Financial Assurance
ALTERNATIVE I

1.	Sum of current closure and post-closure cost estimates	$ 1,652,000
2.	Total liabilities*	902,250,000
3.	Tangible net worth	1,515,148,000
4.	Net worth*	1,559,401,000
5.	Current assets*	261,936,000
6.	Current liabilities*	117,271,000
7.	The sum of net income plus depreciation, depletion, and amortization*	131,809,000
8.	Total assets in U.S. (required only if less than 90% of firm's assets are located in the U.S.)	N/A

* The amounts for the items marked are derived from year-end financial statements as of and for the year ended September 30, 2025, audited by **FORVIS MAZARS, LLP**, an audit firm independent of City Utilities.

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Independent Auditor's Report on the Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

The Honorable Mayor and Members of the
City Council of the City of Springfield, Missouri
City Utilities of Springfield, Missouri

We have audited the financial statements of City Utilities of Springfield, Missouri (City Utilities) as of and for the year ended September 30, 2025, and have issued our report thereon dated January 13, 2026, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on City Utilities' basic financial statements. The accompanying Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule is presented for purposes of additional analysis as required by the City of Springfield, Missouri, General Ordinance No. 6139, *Fuel Adjustment Clause*, and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

This report is intended solely for the information and use of the Board of Directors, management, and others within the organization and City Council of the City of Springfield, Missouri, and is not intended to be and should not be used by anyone other than these specified parties.

Forvis Mazars, LLP

Springfield, Missouri
January 13, 2026

City Utilities of Springfield, Missouri

Calculation of Under (Over) Recoveries of the Fuel Adjustment Clause Schedule

Year Ended September 30, 2025

	A	B	C = A-B	D	E = C-D	
	Eligible Fuel Costs Incurred	Fuel Costs Collected through Base Rates	Eligible Fuel Costs Incurred, Net of Fuel Costs Collected through Base Rates	Fuel Adjustment Clause Refunds	Monthly Under (Over) Recoveries of the Fuel Adjustment Clause	Cumulative Under (Over) Recoveries of the Fuel Adjustment Clause
Sep-24						$ (10,866,891)
Oct-24	$ 7,316,170	$ 10,885,940	$ (3,569,770)	$ (3,020,649)	$ (549,121)	(11,416,012)
Nov-24	7,321,225	10,375,860	(3,054,635)	(2,879,111)	(175,524)	(11,591,536)
Dec-24	9,872,792	13,204,655	(3,331,863)	(3,664,050)	332,187	(11,259,349)
Jan-25	9,239,531	15,332,511	(6,092,980)	(4,254,491)	(1,838,489)	(13,097,838)
Feb-25	9,330,925	13,153,181	(3,822,256)	(3,649,767)	(172,489)	(13,270,327)
Mar-25	5,661,222	9,518,247	(3,857,025)	(2,641,139)	(1,215,886)	(14,486,213)
Apr-25	7,302,771	8,835,870	(1,533,099)	(2,535,614)	1,002,515	(13,483,698)
May-25	7,567,496	10,746,933	(3,179,437)	(3,084,028)	(95,409)	(13,579,107)
Jun-25	11,021,422	13,196,318	(2,174,896)	(3,786,924)	1,612,028	(11,967,079)
Jul-25	15,419,896	14,785,060	634,836	(4,242,842)	4,877,678	(7,089,401)
Aug-25	10,151,020	14,865,887	(4,714,867)	(4,266,037)	(448,830)	(7,538,231)
Sep-25	9,743,087	13,430,845	(3,687,758)	(3,854,226)	166,468	(7,371,763)
Total	$ 109,947,557	$ 148,331,307	$ (38,383,750)	$ (41,878,878)	$ 3,495,128	
						$ (7,371,763)

Basis of Presentation:

General Ordinance Number 6139 requires City Utilities to adjust monthly customer electric bills to compensate for changes in the cost of fuel and purchased power to the utility. The following define costs associated with the fuel adjustment clause:

(A) As defined in General Ordinance Number 6139, eligible fuel costs incurred include only the cost of (a) coal (including freight) and natural gas burned in the generation of electricity, (b) fuel oil burned in the generation of electricity, (c) bio-mass (including freight) burned in the generation of electricity, (d) emission consumables used to reduce emissions in conjunction with the burning of fuel in the generation of electricity, and (e) purchased energy (excluding connect and capacity charges).

(B) General Ordinance Number 6139 defines fuel costs collected through base rates as the product of the fuel base cost to City Utilities upon which the electric rates were designed ($0.0409 per kilowatt-hour) and the appropriate volume of kilowatt-hour sales.

Forvis Mazars Report to the Board of Directors, Audit Committee, and Management

City Utilities of Springfield, Missouri

Results of the 2025 Financial Statement Audit, Including Required Communications

September 30, 2025

Required Communications Regarding Our Audit Strategy & Approach (AU-C 260)

Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	This report covers audit results related to your financial statements and supplementary information: • As of and for the year ended September 30, 2025. • Conducted in accordance with our contract dated June 25, 2025.
Our Responsibilities	Forvis Mazars is responsible for forming and expressing an opinion about whether the financial statements that have been prepared by management, with the oversight of those charged with governance, are prepared in accordance with accounting principles generally accepted in the United States of America (GAAP).
Audit Scope & Inherent Limitations to *Reasonable Assurance*	An audit performed in accordance with auditing standards generally accepted in the United States of America (GAAS) and *Government Auditing Standards* issued by the Comptroller General of the United States (GAGAS) is designed to obtain reasonable, rather than absolute, assurance about the financial statements. The scope of our audit tests was established in relation to the financial statements taken as a whole and did not include a detailed audit of all transactions.
Extent of Our Communication	In addition to areas of interest and noting prior communications made during other phases of the engagement, this report includes communications required in accordance with GAAS that are relevant to the responsibilities of those charged with governance in overseeing the financial reporting process, including audit approach, results, and internal control. The standards do not require the auditor to design procedures for the purpose of identifying other matters to be communicated with those charged with governance.
Independence	The engagement team, others in our firm, as appropriate, and our firm, have complied with all relevant ethical requirements regarding independence.
Your Responsibilities	Our audit does not relieve management or those charged with governance of your responsibilities. Your responsibilities and ours are further referenced in our contract.

Matter	Discussion
Distribution Restriction	This communication is intended solely for the information and use of the following and is not intended to be, and should not be, used by anyone other than these specified parties: • The Board of Directors, Audit Committee, and Management • Others within City Utilities

Government Auditing Standards

Matter	Discussion
Additional GAGAS Reporting	We also provided reports as of September 30, 2025, on the following as required by GAGAS: • Internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with GAGAS
Reporting Limitations	Our consideration of internal control over financial reporting and our tests of compliance were not designed with an objective of forming an opinion on the effectiveness of internal control or on compliance, and accordingly, we do not express such an opinion.

Uniform Guidance Overview & Responsibilities

Matter	Discussion
Scope of Our Audit	We also provided reports as of September 30, 2025, on the following as required by U.S. Office of Management and Budget (OMB) Uniform Guidance: • Opinion on compliance for each major federal award program • Report on internal control over compliance • Schedule of Expenditures of Federal Awards
Audit Scope & Inherent Limitations to *Reasonable Assurance*	A compliance audit performed in accordance with OMB Uniform Guidance is designed to obtain reasonable, rather than absolute, assurance about whether noncompliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on a major federal award program occurred.

Qualitative Aspects of Significant Accounting Policies & Practices

Significant Accounting Policies

Significant accounting policies are described in Note 1 of the audited financial statements.

With respect to new accounting standards adopted during the year, we call to your attention the following topics:

- GASB 101*, Compensated Absences*
- GASB 103*, Financial Reporting Model Improvements*

Unusual Policies or Methods

With respect to significant unusual accounting policies or accounting methods used for significant unusual transactions (significant transactions outside the normal course of business or that otherwise appear to be unusual due to their timing, size, or nature), we noted the following:

- No matters are reportable

Alternative Accounting Treatments

We had discussions with management regarding alternative accounting treatments within GAAP for policies and practices for material items, including recognition, measurement, and disclosure considerations related to the accounting for specific transactions as well as general accounting policies, as follows:

- Accounting treatment in accordance with the regulated operations provisions of GASB Statement No. 62, Codification of Accounting and Financial Reporting Guidance Contained in Pre-November 30, 1989, FASB and AICPA Pronouncements.

Management Judgments & Accounting Estimates

Accounting estimates are an integral part of financial statement preparation by management, based on its judgments. Significant areas of such estimates for which we are prepared to discuss management's estimation process and our procedures for testing the reasonableness of those estimates include:

- Unbilled revenue
- Valuation of investment securities
- Defined benefit pension plan assumptions
- Over/under recovery of fuel and gas costs
- Deferred items including amortization periods
- Accrued liabilities, including asset retirement obligations
- Composite rate depreciation methods
- Valuation of coal inventory
- Discount rates for lease and subscription based information technology arrangements assets

Financial Statement Disclosures

The following areas involve particularly sensitive financial statement disclosures for which we are prepared to discuss the issues involved and related judgments made in formulating those disclosures:

- Defined benefit pension plan
- Fair value of financial instruments

Our Judgment About the Quality of City Utilities' Accounting Principles

During the course of the audit, we made the following observations regarding City Utilities' application of accounting principles:

- Application of new accounting pronouncements

Adjustments Identified by Audit

During the course of any audit, an auditor may propose adjustments to financial statement amounts. Management evaluates our proposals and records those adjustments that, in its judgment, are required to prevent the financial statements from being materially misstated.

A misstatement is a difference between the amount, classification, presentation, or disclosure of a reported financial statement item and that which is required for the item to be presented fairly in accordance with the applicable financial reporting framework.

Proposed & Recorded Adjustments

- No matters are reportable

Uncorrected Misstatements

- No uncorrected misstatements to report.

Other Required Communications

Other Material Communications

Listed below are other material communications between management and us related to the audit:

- Management representation letter (see Attachment)

We orally communicated to management an other deficiency in internal control identified during our audit that is not considered a material weakness or significant deficiency.

Attachment

Management Representation Letter (Attachment A)

As a material communication with management, included herein is a copy of the representation letter provided by management at the conclusion of our engagement.

Attachment A

Management Representation Letter

Representation of:
City Utilities of Springfield, Missouri
301 East Central Street
Springfield, MO 65802

Provided to:
Forvis Mazars, LLP
Certified Public Accountants
910 E. St. Louis Street, Suite 200
Springfield, MO 65806

The undersigned ("We") are providing this letter in connection with Forvis Mazars' audit of our financial statements as of and for the year ended September 30, 2025.

We are also providing this letter in connection with:

- Your audit of our compliance with requirements applicable to each of our major federal awards programs as of and for the year ended September 30, 2025.

Our representations are current and effective as of the date of Forvis Mazars' report: January 13, 2026.

Our engagement with Forvis Mazars is based on our contract for services dated: June 25, 2025.

Our Responsibility & Consideration of Material Matters

We confirm that we are responsible for the fair presentation of the financial statements subject to Forvis Mazars' report in conformity with accounting principles generally accepted in the United States of America.

We are also responsible for adopting sound accounting policies; establishing and maintaining effective internal control over financial reporting, operations, and compliance; and preventing and detecting fraud.

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

Confirmation of Matters Specific to the Subject Matter of Forvis Mazars' Report

We confirm, to the best of our knowledge and belief, the following:

Broad Matters

1. We have fulfilled our responsibilities, as set out in the terms of our contract, for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America..

2. We acknowledge our responsibility for the design, implementation, and maintenance of:

    a. Internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

    b. Internal control to prevent and detect fraud.

3. We have provided you with:

   a. Access to all information of which we are aware that is relevant to the preparation and fair presentation of the financial statements, such as financial records and related data, documentation, and other matters.

   b. Additional information that you have requested from us for the purpose of the audit.

   c. Unrestricted access to persons within the Utility from whom you determined it necessary to obtain audit evidence.

   d. All minutes of governing body meetings, held through the date of this letter or summaries of actions of recent meetings for which minutes have not yet been prepared. All unsigned copies of minutes provided to you are copies of our original minutes approved by the governing body, if applicable, and maintained as part of our records.

   e. All significant contracts and grants.

4. We have responded fully and truthfully to all your inquiries.

Government Auditing Standards

5. We acknowledge that we are responsible for compliance with applicable laws, regulations, and provisions of contracts and grant agreements.

6. We have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that have a direct and material effect on the determination of amounts in our financial statements or other financial data significant to the audit objectives.

7. We have identified and disclosed to you any violations or possible violations of laws, regulations, and provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for recognition and/or disclosure in the financial statements or for your reporting on noncompliance.

8. We have taken or will take timely and appropriate steps to remedy any fraud, abuse, illegal acts, or violations of provisions of contracts or grant agreements that you or other auditors report.

9. We have a process to track the status of audit findings and recommendations.

10. We have identified to you any previous financial audits, attestation engagements, performance audits, or other studies related to the objectives of your audit and the corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other studies.

Federal Awards Programs (Uniform Guidance)

11. We have identified in the schedule of expenditures of federal awards all assistance provided (either directly or passed through other entities) by federal agencies in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, commodities, insurance, direct appropriations, or in any other form.

12. We have disclosed to you all contracts or other agreements with service organizations, and we have disclosed to you all communications from the service organizations relating to noncompliance at the service organizations.

13. We have reconciled the schedule of expenditures of federal awards (SEFA) to the financial statements.

14. Federal awards-related revenues and expenditures are fairly presented, both in form and content, in accordance with the applicable criteria in the Utility's financial statements.

15. We have identified the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* regarding activities allowed or unallowed; allowable costs/cost principles; cash management; eligibility; equipment and real property management; matching, level of effort, earmarking; period of performance of federal funds; procurement and suspension and debarment; program income; reporting; subrecipient monitoring; and special tests and provisions that are applicable to each of our federal awards programs. We have identified to you our interpretation of any applicable compliance requirements subject to varying interpretations.

16. We are responsible for complying, and have complied, with the requirements of Uniform Guidance.

17. We are responsible for understanding and complying with the requirements of federal statutes, regulations, and the terms and conditions of federal awards related to each of our federal awards programs and have disclosed to you any and all instances of noncompliance with those requirements occurring during the period of your audit or subsequent thereto to the date of this letter of which we are aware. We believe the Utility has complied with all applicable compliance requirements.

18. We are responsible for the design, implementation, and maintenance of internal controls over compliance that provide reasonable assurance we have administered each of our federal awards programs in compliance with federal statutes, regulations, and the terms and conditions of the federal awards.

19. We have made available to you all federal awards (including amendments, if any) and any other correspondence or documentation relevant to each of our federal awards programs and to our compliance with applicable requirements of those programs.

20. The information presented in federal awards program financial reports and claims for advances and reimbursements is supported by the books and records from which our financial statements have been prepared.

21. The costs charged to federal awards are in accordance with applicable cost principles.

22. The reports provided to you related to federal awards programs are true copies of reports submitted or electronically transmitted to the federal awarding agency, the applicable payment system, or pass-through entity in the case of a subrecipient.

23. Amounts claimed or used for matching were determined in accordance with Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) regarding cost principles.

24. We have disclosed to you any communications from federal awarding agencies and pass-through entities concerning possible noncompliance with the applicable compliance requirements for each of our federal awards programs, including any communications received from the end of the period of your audit through the date of this letter.

25. We have identified to you any previous compliance audits, attestation engagements, and internal or external monitoring related to the objectives of your compliance audit, including findings received and corrective actions taken to address any significant findings and recommendations made in such audits, attestation engagements, or other monitoring.

26. The reporting package does not contain any protected personally identifiable information.

27. No changes have been made in internal control over compliance or other factors that might significantly affect internal control, including any corrective action we have taken regarding significant deficiencies or material weaknesses in internal control over compliance subsequent to the period covered by the auditor's report.

Misappropriation, Misstatements, & Fraud

28. We have informed you of all current risks of a material amount that are not adequately prevented or detected by our procedures with respect to:

    a. Misappropriation of assets.

    b. Misrepresented or misstated assets, deferred outflows of resources, liabilities, deferred inflows of resources, or net position.

29. We have no knowledge of fraud or suspected fraud affecting the Utility involving:

    a. Management or employees who have significant roles in internal control over financial reporting, or

    b. Others when the fraud could have a material effect on the financial statements.

30. We have no knowledge of any allegations of fraud or suspected fraud affecting the Utility received in communications from employees, former employees, customers, analysts, SEC or other regulators, citizens, suppliers, or others.

31. We have assessed the risk that the financial statements may be materially misstated as a result of fraud and disclosed to you any such risk identified.

Ongoing Operations

32. We have evaluated whether there are conditions or events known or reasonably knowable, considered in the aggregate, that raise substantial doubt about the Utility's ability to continue as a going concern within one year of the date of the financial statements and known facts thereafter without consideration of potential mitigating effects of management's plans and concluded substantial doubt does not exist.

33. We acknowledge the current economic volatility presents difficult circumstances and challenges for our industry. Entities are potentially facing declines in the fair values of investments and other assets, declines in the volume of business, contributions, constraints on liquidity, difficulty obtaining financing or bonding, significant credit quality problems, including other collateral supporting loans, etc. We understand the values of the assets and liabilities recorded in the financial statements could change rapidly, resulting in material future adjustments to asset values, allowances for accounts receivable, capital , etc., that could negatively impact the Utility's ability to meet debt covenants or maintain sufficient liquidity.

    We acknowledge that you have no responsibility for future changes caused by the current economic environment and the resulting impact on the Utility's financial statements. Further, management and governance are solely responsible for all aspects of managing the Utility, including questioning the quality and valuation of investments, inventory, and other assets; reviewing allowances for uncollectible amounts; evaluating capital needs and liquidity plans

Related Parties

34. We have disclosed to you the identity of all of the Utility's related parties and all the related-party relationships of which we are aware.

In addition, we have disclosed to you all related-party transactions and amounts receivable from or payable to related parties of which we are aware, including any modifications during the year that were made to related-party transaction agreements which existed prior to the beginning of the year under audit, as well as new related-party transaction agreements that were executed during the year under audit.

Related-party relationships and transactions have been appropriately accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America..

35. We understand that the term related party refers to:

- Affiliates
- Entities for which investments are accounted for by the equity method
- Trusts for the benefits of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management
- Principal owners and members of their immediate families
- Management and members of their immediate families
- Any other party with which the Utility may deal if one party can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests.

Another party is also a related party if it can significantly influence the management or operating policies of the transacting parties or if it has an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The term affiliate refers to a party that directly or indirectly controls, or is controlled by, or is under common control with, the Utility.

Litigation, Laws, Rulings, & Regulations

36. We have disclosed to you all known actual or possible litigation and claims whose effects should be considered when preparing the financial statements. The effects of all known actual or possible litigation and claims have been accounted for and disclosed in accordance with accounting principles generally accepted in the United States of America..

37. We have no knowledge of communications, other than those specifically disclosed, from regulatory agencies, governmental representatives, employees, or others concerning investigations or allegations of noncompliance with laws and regulations, deficiencies in financial reporting practices, or other matters that could have a material adverse effect on the financial statements.

38. We have disclosed to you all known instances of violations or noncompliance or possible violations or suspected noncompliance with laws and regulations whose effects should be considered when preparing financial statements or as a basis for recording a loss contingency.

39. There are no regulatory examinations currently in progress for which we have not received examination reports.

40. We have no reason to believe the Utility owes any penalties or payments under the Employer Shared Responsibility Provisions of the *Patient Protection and Affordable Care Act*, nor have we received any correspondence from the IRS or other agencies indicating such payments may be due.

41. We have not been designated as a potentially responsible party (PRP or equivalent status) by the Environmental Protection Agency (EPA) or other cognizant regulatory agency with authority to enforce environmental laws and regulations.

Nonattest Services

42. You have provided nonattest services, including the following, during the period of this engagement:

    - Completing the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse
    - Printing, formatting, and binding of financial statement services

43. With respect to these services:

    a. We have designated a qualified management-level individual to be responsible and accountable for overseeing the nonattest services.

    b. We have established and monitored the performance of the nonattest services to ensure they meet our objectives.

    c. We have made any and all decisions involving management functions with respect to the nonattest services and accept full responsibility for such decisions.

    d. We have evaluated the adequacy of the services performed and any findings that resulted.

    e. We have established and maintained internal controls, including monitoring ongoing activities.

    f. When we receive final deliverables from you, we will store those deliverables in information systems controlled by us. We have taken responsibility for maintaining internal control over these deliverables.

Financial Statements & Reports

44. With regard to supplementary information:

    a. We acknowledge our responsibility for the presentation of the supplementary information in accordance with the applicable criteria.

    b. We believe the supplementary information is fairly presented, both in form and content, in accordance with the applicable criteria.

    c. The methods of measurement and presentation of the supplementary information are unchanged from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.

    d. We believe the significant assumptions or interpretations underlying the measurement and/or presentation of the supplementary information are reasonable and appropriate.

e. If the supplementary information is not presented with the audited financial statements, we will make the audited financial statements readily available to intended users of the supplementary information no later than the date such information and the related auditor's report are issued.

45. We have not issued an annual report as of the date of this letter. We do not plan to include the auditor's report in the annual report at this time.

Transactions, Records, & Adjustments

46. All transactions have been recorded in the accounting records and are reflected in the financial statements.

47. The Utility has appropriately reconciled its general ledger accounts to their related supporting information. All related reconciling items considered to be material were identified and included on the reconciliations and were appropriately adjusted in the financial statements. All intracompany (and intercompany) accounts have been eliminated or appropriately measured and considered for disclosure in the financial statements.

48. We have everything we need to keep our books and records.

49. We have disclosed any significant unusual transactions the Utility has entered into during the period, including the nature, terms, and business purpose of those transactions.

Governmental Accounting & Disclosure Matters

50. Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.

51. With regard to deposit and investment activities:

    a. All deposit, repurchase and reverse repurchase agreements, and investment transactions have been made in accordance with legal and contractual requirements.

    b. Investments, derivative instrument transactions, and land and other real estate held by endowments are properly valued.

    c. Disclosures of deposit and investment balances and risks in the financial statements are consistent with our understanding of the applicable laws regarding enforceability of any pledges of collateral.

    d. We understand that your audit does not represent an opinion regarding the enforceability of any collateral pledges.

    e. Risk disclosures associated with deposit and investment securities and derivative instrument transactions are presented in accordance with GASB requirements.

52. The financial statements include all component units, appropriately present majority equity interests in legally separate organizations and joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

53. We have identified and evaluated all potential fiduciary activities. The financial statements include all fiduciary activities required by GASB Statement No. 84, *Fiduciary Activities*, as amended.

54. Components of net position (net investment in capital assets, restricted, and unrestricted) are properly classified and, if applicable, approved.

55. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated or amortized.

56. We have appropriately disclosed the Utility's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

57. Leases have been properly identified, recorded, and disclosed in accordance with GASB Statement No. 87, *Leases*.

58. Subscription-based information technology arrangements (SBITAs) have been properly identified, recorded, and disclosed in accordance with GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*.

59. The government has properly measured, recorded, and disclosed compensated absences and other salary-related payments in accordance with GASB Statement No. 101, *Compensated Absences*.

60. The supplementary information required by the Governmental Accounting Standards Board, consisting of management's discussion and analysis and pension information, has been prepared and is measured and presented in conformity with the applicable GASB pronouncements, and we acknowledge our responsibility for the information. The information contained therein is based on all facts, decisions, and conditions currently known to us and is measured using the same methods and assumptions as were used in the preparation of the financial statements. We believe the significant assumptions underlying the measurement and/or presentation of the information are reasonable and appropriate. There has been no change from the preceding period in the methods of measurement and presentation.

Accounting & Disclosure

61. All transactions entered into by the Utility are final. We are not aware of any unrecorded transactions, side agreements or other arrangements (either written or oral) that are in place.

62. Except as reflected in the financial statements, there are no:

    a. Plans or intentions that may materially affect carrying values or classifications of assets, deferred outflows of resources, liabilities, deferred inflows of resources, or net position.

    b. Material transactions omitted or improperly recorded in the financial records.

    c. Material unasserted claims or assessments that are probable of assertion or other gain/loss contingencies requiring accrual or disclosure, including those arising from environmental remediation obligations.

    d. Events occurring subsequent to the balance sheet date through the date of this letter, which is the date the financial statements were available to be issued, requiring adjustment or disclosure in the financial statements.

    e. Agreements to purchase assets previously sold.

    f. Arrangements with financial institutions involving compensating balances or other arrangements involving restrictions on cash balances, lines of credit, or similar arrangements.

    g. Guarantees, whether written or oral, under which the Utility is contingently liable.

h. Known or anticipated asset retirement obligations.

63. Except as disclosed in the financial statements, the Utility has:

a. Satisfactory title to all recorded assets, and those assets are not subject to any liens, pledges, or other encumbrances.

b. Complied with all aspects of contractual and grant agreements, for which noncompliance would materially affect the financial statements.

64. We agree with the findings of specialists in evaluating the valuation of coal inventory, pension information and investments and have adequately considered the qualification of the specialists in determining the amounts and disclosures used in the financial statements and underlying accounting records. We did not give or cause any instructions to be given to the specialists with respect to the values or amounts derived in an attempt to bias their work, and we are not otherwise aware of any matters that have had impact on the independence or objectivity of the specialists.

Revenue, Accounts Receivable, & Inventory

65. Adequate provisions, allowances, or other adjustments in basis have been recorded for any material losses from:

a. Uncollectible receivables.

b. Excess or obsolete inventories.

c. Sales commitments, including those unable to be fulfilled.

d. Purchase commitments in excess of normal requirements or at prices in excess of prevailing market prices.

Estimates

66. We have identified all accounting estimates that could be material to the financial statements and we confirm the appropriateness of the methods and the consistency in their application, the accuracy and completeness of data, and the reasonableness of significant assumptions used by us in making the accounting estimates, including those measured at fair value reported in the financial statements.

67. Significant estimates that may be subject to a material change in the near term have been properly disclosed in the financial statements. We understand that “near term” means the period within one year of the date of the financial statements. In addition, we have no knowledge of concentrations, which refer to a lack of diversity related to customers, industries, inflows of resources, workforce covered by collective bargaining agreements, providers of financial resources, or suppliers of material, labor or services business revenues, loans, investments, or deposits, or constraints, which refer to a limitation imposed by an external party or by formal action of a government’s highest level of decision-making authority related to limitations on raising revenue, limitations on spending, limitations on the incurrence of debt, or mandated spending, existing at the date of the financial statements that would make the Utility vulnerable to the risk of severe impact in the near term that have not been properly disclosed in the financial statements.

Fair Value

68. With respect to the fair value measurements of financial and nonfinancial assets and liabilities, if any, recognized in the financial statements or disclosed in the notes thereto:

a. The underlying assumptions are reasonable and they appropriately reflect management's intent and ability to carry out its stated course of action.

b. The measurement methods and significant assumptions used in determining fair value are appropriate in the circumstances for financial statement measurement and disclosure purposes and have been consistently applied.

c. The significant assumptions appropriately reflect market participant assumptions.

d. The disclosures related to fair values are complete, adequate, and in conformity with accounting principles generally accepted in the United States of America.

e. There are no subsequent events that require adjustments to the fair value measurements and disclosures included in the financial statements.

Tax-Exempt Bonds

69. Tax-exempt bonds issued have retained their tax-exempt status.

70. We have notified you of any instances of noncompliance with applicable disclosure requirements of the SEC Rule 15c2-12 and applicable state laws.

GASB Statement 101, Compensated Absences

71. In connection with the adoption of GASB Statement No. 101, *Compensated Absence*s (GASB 101), we represent that footnotes to the financial statements appropriately describe the adoption of GASB 101 and include all disclosures required under GASB 101.

GASB Statement 103, Financial Reporting Model Improvements

72. In connection with the adoption of GASB Statement No. 103, *Financial Reporting Model Improvements* (GASB 103), we represent that footnotes to the financial statements appropriately describe the adoption of GASB 103 and include all disclosures required under GASB 103.

Dwayne Fulk (Jan 13, 2026 14:50:28 CST)

Dwayne Fulk
President - Chief Executive Officer

dwayne.fulk@cityutilities.net

Amy Derdall (Jan 13, 2026 15:27:03 CST)

Amy Derdall
Sr. Vice President - Chief Financial and Supply Chain Officer

amy.derdall@cityutilities.net

EXHIBIT A - SECTION II

Contractor’s Proposals and Submissions



A Technical Proposal for

City Utilities of Springfield, Missouri

RFP 83296 – Professional Auditing Services

April 21, 2026

Primary Contact
Kristen Bright, CPA, Partner
910 East St. Louis Street, Suite 200
Springfield, MO 65806
Phone: 417.865.8701

Submitted by Forvis Mazars, LLP

forvis mazars

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INFORMATION CONTAINED IN FORVIS MAZARS 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 FORVIS MAZARS, IS NOT REASONABLY ASCERTAINABLE BY THIRD PARTIES, AND IS THE SUBJECT OF REASONABLE EFFORTS BY FORVIS MAZARS TO MAINTAIN ITS SECRECY AND/OR CONFIDENTIALITY. SUCH INFORMATION IN THIS PROPOSAL SHALL BE DESIGNATED WITH AN ASTERISK (*).

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without Forvis Mazars prior written approval. Most statistical information in this proposal is as of May 31, 2025, unless otherwise noted.

Forvis Mazars, LLP
910 East St. Louis Street, Suite 200
Springfield, MO 65806
417.865.8701
forvismazars.us

iii. Transmittal Letter

April 21, 2026

Mr. Nathan Alexander
Purchasing Manager
City Utilities of Springfield, Missouri
301 East Central Street
Springfield, MO 65802

Dear Mr. Alexander:

City Utilities of Springfield, Missouri (City Utilities) operates within a challenging public utility framework, encompassing dynamic demands such as maintaining stable bond ratings, adhering to evolving air quality standards, and addressing legislative impacts—while integrating innovative strategies that are pushing public power organizations to broaden their future plans. These considerations necessitate careful financial oversight to sustain service reliability and the community's confidence in their provider.

As your trusted advisors, Forvis Mazars has provided a local team that understands the importance of City Utilities' fiscal responsibility and its effect on our shared community. In addition, our office in Springfield includes members of our Professional Standards Group (PSG)—which serves as a valuable resource for federal award audits, compliance regulations, and operational nuances critical to your continued success. For these and other reasons stated throughout our proposal, we believe we are well-qualified to perform the work requested in your RFP.

Forvis Mazars understands City Utilities is requesting a Financial Statement Audit in Accordance with *Government Auditing Standards* and Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance), including Under (Over) Recoveries of the Fuel Adjustment Clause, Compliance with Financial Test required by the Missouri Solid Waste Management Law, and procedures necessary (subsequent events review) for annual report, for the years ending September 30, 2026, 2027, 2028, 2029, and 2030. We are committed to performing the work within City Utilities' time period. We understand this proposal is a firm and irrevocable offer for one hundred twenty (120) days after the date and time set for receipt.

Forvis Mazars agrees to comply with the terms and conditions specifically set forth in the RFP, except the following topics: auditor workpaper access and ownership, contract upon issuance of PO, indemnification, insurance requirements and complete certified copies of policies.

City Utilities is an important client, and we look forward to extending our services to meet your reporting needs. We believe our proposal will help you select our firm for continued efficient and objective services delivered by experienced professionals. For questions you may have about this proposal you may reach me by phone or email as provided below.

Sincerely,

Kristen Bright

Kristen Bright, CPA
Partner
417.865.8701
kristen.bright@us.forvismazars.com

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited.

Executive Summary

Our Understanding of Your Needs

City Utilities of Springfield, Missouri (City Utilities) is dedicated to driving sustainable growth through strategic planning and innovation. Forvis Mazars can continue to complement your vision by delivering forward-thinking insights and practical solutions to help you navigate complexity and seize opportunities. With a strong history of service, significant industry knowledge, and track record of providing unmatched client service, we can continue to help strengthen governance, reduce risk, and support City Utilities in achieving long-term success.

What We Know

City Utilities needs a professional service provider with deep industry experience to deliver fresh perspective with a new engagement quality review partner and identify clear opportunities for improvement and growth.

You value proactive communication and a collaborative working relationship as you navigate the changing public sector environment that public utilities are facing.

You need a team that anticipates challenges, provides insights on industry trends, and helps assess their impact on growth strategies.

You require a team that will be accountable to the commitments made and meet your deadlines.

You seek a firm that consistently delivers meaningful opportunities for added value.

You want dedicated professionals who can attend audit committee meetings to provide board education and discuss relevant topics such as regulatory updates, AI data risk, and integrity governance.

UNMATCHED CLIENT EXPERIENCE

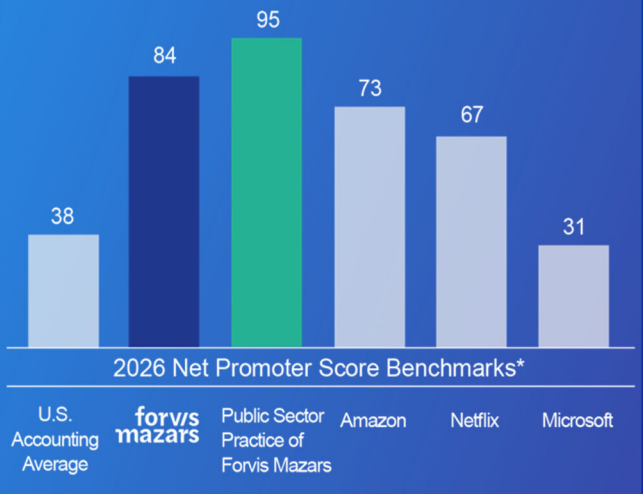
Throughout this proposal, anytime you find this symbol you can know our Unmatched Client Experience® is in action.

After discussing your business needs and listening to understand your areas of priority for this engagement, we are excited to present our proposal to City Utilities and highlight our capacity to continue to make a difference for you.

What Our Clients Say

Our firm is committed to delivering an Unmatched Client Experience through exceptional quality and client service. In 2026, Forvis Mazars won ClearlyRated's Best of Accounting Five Year Gold Award for Service Excellence.

ClearlyRated® utilizes a Net Promoter® Score (NPS®) to determine the results. NPS is a simple metric based on a survey question to clients. Below, we have shared statistics regarding the NPS for Forvis Mazars and comparable scores from other leading brands and our industry.



NPS Data Source: CustomerGauge (https://customergauge.com/benchmarks/blog/top-highest-nps-scores). Net Promoter®, NPS®, NPS Prism®, and the NPS-related emoticons are registered trademarks of Bain & Company, Inc., NICE Systems, Inc., and Fred Reichheld. *ClearlyRated® - NPS® 101 for Accounting Firms & Relational FYE 2025 Survey.

Executive Summary

Matching Our Strengths to Your Needs

City Utilities can continue to expect an experience defined by our commitment to an Unmatched Client Experience. It is how we are recognized in the market and what will continue to drive our ability to meet your expectations. Our team is confident we can deliver a quality, efficient, and transparent process that reflects City Utilities' needs while diligently meeting your deadlines. Here's how:



Why Retain Forvis Mazars	Benefits to City Utilities
Deep industry and regulatory experience that helps to see around the corner	• Industry bench strength makes us positioned to provide you with relevant insights on emerging trends and regulatory developments. • An engagement quality reviewer rotation providing important GASB insights from working with clients in the public utility industry. • Provide management with an understanding of applicable American Institute of CPAs (AICPA) standards to help identify emerging issues before they arise.
An experienced team that continues to provide our commitment to an Unmatched Client Experience	• A dedicated team that delivers the strength, leading practices, methodologies, and tools you expect from your audit service provider with the capacity to meet your timelines. • A connected, integrated team with a history of providing seamless coordination and execution to deliver on our commitment to an Unmatched Client Experience.
Proactive and transparent communication to management and the Audit Committee	• We execute audits responsively by deploying resources when and where needed, and by addressing your questions with clarity and confidence. • No surprises — early issue identification through effective team management and proactive dialogue leads to better questions, clearer findings, and reduced audit burden.

2.2 Independence

2.2.1 The firm shall provide an affirmative statement that it is independent of City Utilities and the City, and any of its agencies, oversight or component units, as defined by generally accepted auditing standards and the U.S. Government Accountability Office's Government Auditing Standards (Yellow Book).

To the best of our knowledge, Forvis Mazars is independent with respect to City Utilities and the City, and any of its agencies, oversight or component units, as defined by:

- The Code of Professional Conduct of the AICPA
- U.S. Government Accountability Office's *Government Auditing Standards*

We are not aware of any relationship that would impair our independence.

2.2.2 The firm shall also list and describe the firm's professional relationships involving City Utilities or the City or any of its partners, including the Partnership Industrial Center and The Energy Authority (TEA), 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.

To the best of our knowledge, no relationship exists with the organizations listed in Section 2.2.2. that would constitute a conflict of interest relative to performing the proposed audit.

We work hard to maintain high standards of professional practice, including a strong system of quality control that emphasizes independence and objectivity.

To ascertain whether the firm's policies relating to independence, integrity, and objectivity are followed, all of our employees are required to complete an annual independence survey. This electronic survey verifies the firm's policies have been read and the individual is in compliance. Explanations of special circumstances, documentation of questions, and listings of any potential conflicts of interest are requested in the survey. A reporting mechanism has been adopted to ensure the independence and objectivity standards are met.

Furthermore, Forvis Mazars maintains a restricted entity list of clients that are public companies and certain other clients who issue securities that could be purchased by Forvis Mazars personnel. All firm personnel are required to review this list prior to acquiring any security, obtaining a loan, opening, or modifying a brokerage account, or entering a business relationship. In addition, a real-time monitoring application is in place to electronically monitor investment activity of employees.

Forvis Mazars also monitors compliance with independence requirements by annually selecting a sample of employees and partners to provide brokerage statements and tax returns for themselves and all immediate family members to verify whether information submitted on the annual survey is complete and accurate.

In addition to employee independence considerations, Forvis Mazars uses an electronic system to track client relationships and regularly check independence of our client based on current independence rules across our entire network. This tool considers level of independence risk and uses underlying data from an outside databank of over 489 million companies across the globe with extensive ownership structures.

2.2.3 In addition, the firm shall give City Utilities written notice of any professional relationships entered into during the period of this agreement which could have the appearance of a conflict of interest.

Forvis Mazars will provide written notice to City Utilities if any professional relationships are entered into that would compromise our independence.

2.3 License to Practice in the State of Missouri, issued by the Missouri State Board of Accountancy

An affirmative statement shall be included indicating that the firm and all assigned key professional staff are properly licensed to practice accounting in the State of Missouri.

Forvis Mazars 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 or able to practice in the state due to mobility laws, without the requirement to obtain an individual Missouri license.

2.4 Firm Qualifications & Experience

2.4.1 The proposal shall state:
- the size of the firm
- the size of the firm's utility audit staff
- size of the firm's governmental audit staff

Firm Size

Forvis Mazars is one of the largest accounting firms in the United States. We serve 76 markets across 30 states. Our CPAs, advisors, and dedicated staff serve clients in all 50 states, including clients with international operations.

Governmental Audit Staff Size

Forvis Mazars has approximately 800 professionals who are dedicated to providing services to clients in the nonprofit, governmental, and higher education industries, including audit services to governmental entities. We do not track audit staff exclusive to auditing utilities.

the location of the office from which the work on this engagement is to be performed
for the assigned practice office, indicate:
•the number of staff by discipline (financial audit, information technology, tax, consulting)
•the number of staff by category (partner, manager, etc.)
•the number of staff with utility audit or consulting experience
•description of current audit client base by industry, size, etc.

Location

City Utilities' requested services will be provided primarily by professionals in our Springfield, Missouri, and Omaha, Nebraska office locations, which collectively are your assigned practice offices.

Springfield

Forvis Mazars
910 East St. Louis Street, Suite 200
Springfield, MO 65806

Omaha

Forvis Mazars
1120 South 101st Street, Suite 410
Omaha, NE 68124

Springfield Office by the Numbers

By Discipline	Approximate Number of Personnel
Assurance	110+
Tax	55+
Consulting	95+
Category of Staff	**Number of Personnel**
Partner/Principal/Managing Director	54
Senior Director/Director/Senior Manager	87
Manager/Lead	83
Senior Associate II/Senior Associate	109
Senior Specialist II/Senior Specialist	28
Specialist/Associate	86
Total	**447**
Audit Client Base by Industry	**Approximate % of Clients**
Consumer & Logistics	5%+
Financial Services	10%+
Healthcare	45%+
Infrastructure	2-4%+
Manufacturing	10%+
Nonprofit, Education, & Public Sector	5%+
Real Estate	5%+
Technology, Media, & Telecommunications (TMT), Life Sciences & Services	5%+

Forvis Mazars does not track the number of staff within utility audit exclusively.

Omaha Office by the Numbers

By Discipline	Approximate Number of Personnel
Assurance	35+
Tax	20+
Consulting	0
Category of Staff	**Number of Personnel**
Partner/Principal/Managing Director	8
Director/Senior Manager	10
Manager/Lead	8
Senior Associate II/Senior Associate	11
Senior Specialist II/Senior Specialist	3
Specialist/Associate	18
Total	**58**
Audit Client Base by Industry	**Approximate % of Clients**
Consumer & Logistics	5%+
Financial Services	50%+
Healthcare	1-3%+
Infrastructure	10%+
Manufacturing	5%+
Nonprofit, Education, & Public Sector	15%+
Real Estate	3-5%+
Technology, Media, & Telecommunications (TMT), Life Sciences & Services	1-3%+

Peer Review

2.4.2 The firm shall also submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific utility and government engagements.

Forvis Mazars is committed to providing quality audit services to our clients, and we submit our work to external reviewers who challenge our approach and findings. The AICPA's peer review program assists us in confirming our process works and identifying potential areas for improvement that could enhance our audit quality.

We regularly participate in these reviews once every three years as required by the AICPA. Our report, in the name of FORVIS, contains a rating of "Pass," which is the best peer review rating available under the current peer review standards. A copy of our most recent AICPA peer review report is included in the Appendix.

This peer review included inspection of our engagements performed under *Government Auditing Standards* and our Single Audit engagements.

Desk Reviews

2.4.3 The firm shall also provide information on the results of any federal or state desk reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the assigned practice office during the past five (5) years by the AICPA, SEC or State Board or Society.

From time to time, selected audit engagements are subject to desk review by federal or other regulators. All such reviews during the past three years have shown our work to be generally satisfactory, and no disciplinary or other administrative proceedings have resulted from those reviews. There have been no disciplinary actions taken against Forvis Mazars by the Missouri State Board of Accountancy, PCAOB, AICPA, or other regulatory agencies within the past five years. There are no pending issues that would affect our ability to provide services under the proposal or serve our clients.

Litigation

2.4.4 The proposal shall describe all pending or settled litigation during the past five (5) years involving the assigned practiced office.

To avoid litigation, Forvis Mazars 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 may 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.

2.5 Partner, Supervisory & Staff Qualifications & Experience for Assigned Staff

2.5.1 The firm shall identify the principal supervisory and management staff, including engagement partners, managers, seniors, and specialists (including information technology specialists) who would be assigned to the engagement and indicate whether each such person is licensed to practice as a Certified Public Accountant in the State of Missouri. The firm also should provide information on the electric, natural gas, transportation, broadband and water utilities, and governmental auditing experience (including a list of clients) for each person identified including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

2.5.2 The firm shall provide as much information as possible regarding the qualifications, experience and training, including relevant continuing professional education of the specific staff to be assigned to this engagement.

2.5.3 Describe any other practice office experience that you deem to be relevant to completion of the proposed engagement.

2.5.4 If it becomes necessary to change engagement partners, managers, seniors, specialists, and other audit personnel, during the contract term, City Utilities will retain the right to approve or reject replacements.

The Right Team to Serve City Utilities

We structure engagement teams to meet your specific needs, supporting an approach that integrates client expectations, technical knowledge, and regulatory frameworks. As City Utilities may know, our office in Springfield serves as the base operations of our firm's Professional Standards Group (PSG), including Partner Lindsey Oakley, who serves as the national financial reporting partner for our nonprofit, education, and public sector industry group.

Our proposed addition of Partner Amy Shreck (Omaha) as engagement quality reviewer can provide City Utilities with a fresh perspective from a GASB fellow with extensive experience formulating standards.

As mentioned, all key professionals who would be assigned to your engagement are properly registered/licensed to practice in the state of Missouri or able to practice in the state due to mobility laws, without the requirement to obtain an individual Missouri license.



Kristen Bright, CPA
Lead Engagement Partner
417.865.8701
kristen.bright@us.forvismazars.com

Kristen joined Forvis Mazars in 2005 and provides audit and consulting services for utilities, colleges, universities, governmental and nonprofit organizations. She is a member of the Nonprofit, Education and Public (NEP) Practice and serves as the regional industry team leader for Forvis Mazars' Northwest Region as well as a member of the firm's NEP Committee. She is currently serving as Chair of Southern Missouri's Forvis Mazars Foundation. Her role as NEP Northwest Regional Industry Leader is to assist market industry leaders in seven practice units develop market strategies, tools to bridge gaps between client experience and expectations and collaborate to develop resources for team members.

Her client experience includes Single Audit requirements, including federal transit administration and FEMA grants, new GASB pronouncement implementations; and accounting and reporting issue assistance. She has been designated as one of Forvis Mazars' top Single Audit reviewers. She has served as a reviewer for the firm's interoffice inspection program and on external peer review teams in the public sector, and nonprofit areas.

Kristen has served as a firm instructor for new audit in-charge training and the firm's annual government and nonprofit accounting and auditing training. She also has presented at the local chapters and conferences of The Institute of Internal Auditors, Association of Government Accountants, and American Public Power Association (APPA). Kristen routinely attends Missouri Public Utility Alliance (MPUA) annual conference, APPA's Business and Finance Conference and APPA's Annual Conference to stay current on topics affecting the utility industry.

She is a member of the American Institute of CPAs and Missouri Society of CPAs.

Kristen is highly involved in her community. She is a former treasurer on the board of directors of Big Brothers Big Sisters of the Ozarks, former treasurer for The Summit Preparatory School, former treasurer for Junior League of Springfield, Inc. and current treasurer of The Askinosie Foundation.

She is a *cum laude* graduate of Drury University, Springfield, Missouri, with a B.A. degree in business administration and accounting.

Kristen has approximately 171 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- Associated Electric Cooperative, Inc.
- Barry Electric Cooperative
- City Utilities of Springfield, Missouri
- Cuivre River Electric Cooperative
- Gascosage Electric Cooperative
- Omaha Public Power District, Engagement Quality Reviewer
- Sikeston Board of Municipal Utilities



Amy Shreck, CPA
Engagement Quality Reviewer
402.575.5679
amy.shreck@us.forvismazars.com

Amy is a member of the Public Sector Practice and Nonprofit Practice at Forvis Mazars and has more than 20 years of experience working with governmental entities, public power entities, nonprofits, and higher education institutions. She leads the Public Sector Center of Excellence, an internal committee of leaders across the firm who discuss a variety of issues important to the public sector.

She completed a two-year term as a practice fellow with GASB at its headquarters from 2015 to 2017, where she helped to formulate standards and assisted with technical inquiries. Amy's experience at GASB allows her to help clients better understand GASB standards and the thought process behind the standards. She currently serves as an advisor to the Government Finance Officers Association standing committee on Accounting, Auditing, and Financial Reporting.

Amy is a member of the American Institute of CPAs and Nebraska Society of CPAs. She is a graduate of Leadership Omaha Class 37. She previously served on the Goodwill Industries Serving Southeast Nebraska board of directors and the University of Nebraska–Lincoln School of Accountancy Junior Advisory Board. She currently serves on the Nebraska Forvis Mazars Foundation Advisory Committee and the WorkLab, LLC board of directors

Amy is a graduate with highest distinction of University of Nebraska–Lincoln, with a B.S. degree in business administration and an M.P.A. degree.

Amy has approximately 275 hours of CPE training for 2023, 2024, and 2025.

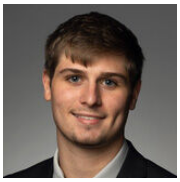
Representative Clients*

Engagement Executive

- Omaha Public Power District
- Cedar County, NE
- City of Council Bluffs, IA
- City of Omaha, NE
- City of Tekamah, NE
- Douglas County, NE

Engagement Quality Reviewer

- Central NE Public Power & Irrigation District
- Central Plains Energy Project
- City of Lincoln Transportation and Utilities
- District Energy Corporation
- Heartland Consumers Power District
- Kentucky Municipal Energy Agency
- Lincoln Electric System
- Minnesota Municipal Power Agency
- Missouri Joint Municipal Electric Utility Commission
- Municipal Energy Agency of Nebraska
- Municipal Energy Agency of Nebraska
- Nebraska Public Power District – OPEB/Pension only
- Norris Public Power District
- Northern Illinois Municipal Power Agency
- Prairie State Generating Company
- Public Energy Facilities Authority
- Public Power Generation Agency
- Sikeston Board of Municipal Utilities
- Lincoln Airport Authority
- Nebraska City Airport Authority
- Omaha Airport Authority
- City of Auburn, NE
- City of Beatrice, NE
- City of Bellevue, NE
- City of Lincoln, NE
- City of Papillion, NE
- City of Ralston, NE
- City of Tecumseh, NE
- Nebraska State Fair Board



Logan Harris, CPA
Audit Manager
417.520.5359
logan.harris@us.forvismazars.com

Logan is a member of Forvis Mazars' Springfield audit team. He joined the firm in 2021 and provides audit services to a variety of clients in the public sector, education and nonprofit industries. He also has experience in employee benefit plan audits. Logan serves as the audit in-charge on engagements, demonstrating strong project management and leadership skills through effective coordination of engagement teams, proactive communication with clients, and delivery of client deliverables while working through client's expected deadlines.

He is a member of the American Institute of CPAs and Missouri Society of CPAs.

Logan is a 2021 graduate of Drury University, Springfield, Missouri, with a B.B.A. degree in accounting and finance.

Logan has approximately 160 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Sikeston Board of Municipal Utilities
- University of Central Missouri



Carley Lyford, CPA
Uniform Guidance Manager
417.522.0602
carley.lyford@us.forvismazars.com

Carley is a member of Forvis Mazars' Springfield audit team. She joined the firm in 2019 as an intern working in various industries. Carley then returned in January 2020 as a full-time audit associate, primarily serving education, and government and nonprofit organizations.

Carley is known for her strong attention to detail and structured approach to engagement execution, including designing and implementing audit workflows that support timely, efficient completion of audits while meeting Uniform Guidance and reporting deadlines. In her role, she oversees planning and execution, coordinates with client personnel and engagement teams, and helps ensure audit requirements are met accurately and consistently. She has worked with clients with large grant portfolios, including research grants and FEMA.

She is involved in firm recruiting efforts as well as initiatives to develop and teach the firm's new team members.

Carley is a member of the American Institute of CPAs and Missouri Society of CPAs.

She is a graduate of Missouri State University, Springfield, with B.S. and M.S. degrees in accounting.

Carley has approximately 157 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Sikeston Board of Municipal Utilities
- Oklahoma State University
- Lincoln University



Casey Greenway
IT Director
417.865.8701
casey.greenway@us.forvismazars.com

Casey is a member of the IT Risk & Compliance practice, bringing more than 20 years of combined internal and external audit experience. Her background includes extensive work with governmental entities such as municipalities, school districts, library districts, state departments, and utility organizations as well as clients in the insurance and financial institutions industries. Casey also specializes in IT assurance for financial statement audits, with a focus on large, integrated engagements.

She works closely with financial audit teams to evaluate and articulate the impact of information technology on financial reporting and the overall control environment. Her experience includes supporting complex operational environments where system reliability, data integrity, and regulatory compliance are critical.

She has assisted organizations with a wide range of services, including the design, implementation, and evaluation of IT general controls; internal control assessments; and advisory services related to financial reporting and operational risk. Casey has deep experience with SOX 404 compliance, Single Audit requirements for governmental entities, FDICIA examinations, and evaluations of internal control structures.

Casey is a member of the American Institute of Certified Public Accountants (AICPA), the Missouri Society of CPAs, and ISACA®. She holds a Bachelor of Science in Business Administration with a degree in accounting from Missouri Southern State University in Joplin, Missouri.

Casey has approximately 263 hours of CPE training for 2023, 2024, and 2025.

Representative Clients*

- City Utilities of Springfield, Missouri
- Omaha Public Power District
- Lincoln Electric System
- City of Indianapolis, Indiana

Additional Resource



Lindsey Oakley, CPA
Partner

Lindsey has worked in the government, nonprofit, and education industry for more than 19 years. She is a member of the Nonprofit Practice, the Education Practice, and the Public Sector Practice and serves in Forvis Mazars' professional standards group, where she provides technical support to Forvis Mazars auditors, implements new professional standards, and performs concurring reviews on engagements. She also serves as Forvis Mazars' firmwide national financial reporting partner for the nonprofit, education, and public sector industry.

She joined the professional services group in 2012 after working in the Springfield office, where she provided audit and consulting services for nonprofit organizations, governmental entities, and real estate companies.

Lindsey is a member of the American Institute of CPAs (AICPA) and Missouri Society of CPAs. She is the chair of the AICPA Government Audit Quality Center Executive Committee. She also serves on the Comptroller General's Advisory Council on Government Auditing Standards.

She is a graduate of Missouri State University, Springfield, with a B.S. degree in accountancy and an M.Acc. degree.

Continuing Professional Education

All Forvis Mazars client-facing professionals are required to complete a specific number of hours of continuing professional education (CPE). These hours can be obtained through firm programs, AICPA and state association meetings, sponsored programs, programs presented by other registered sponsors, and self-study programs to satisfy both the annual in-firm 40-hour requirements and the triennial in-firm 120-hour requirement. Assurance professionals devoting at least 25% of their chargeable time to, or who have supervision or review responsibilities, one or more audit, review, or other attest engagements (excluding compilation engagements) must complete at least eight hours of Accounting and Auditing (A&A) accredited education annually and 48 hours of A&A accredited education every three years.

In addition, all licensed CPAs are responsible for compliance with all continuing education requirements of the state board in which they are licensed.

For auditors involved with audits performed under *Government Auditing Standards*, this education includes the hours required to comply with *Government Auditing Standards* **Yellow Book** guidance. All individuals, including professionals involved in performing fieldwork on *Government Auditing Standards* audits, are required to obtain at least 24 hours of CPE during a two-year period in subjects directly related to governmental auditing or the governmental environment. In addition, engagement team members responsible for planning, directing, or reporting on *Government Auditing Standards* audits are required to complete a minimum of 56 hours of CPE every two years that directly enhances their professional proficiency to perform audits.

Recognized Learning & Development

Keeping up with the latest industry developments and a rapidly changing regulatory environment requires significant time and resource investments. At Forvis Mazars, we make those investments so you can depend on our professionals for technical knowledge and strategic guidance. In fact, Forvis Mazars has been repeatedly recognized for the outstanding learning and development programs we've designed for our professionals.



Training magazine ranked Forvis Mazars as a winner in the 2025 Training APEX Awards (formerly the Training Top 100), marking our twelfth consecutive year for earning this premier distinction among other elite organizations from across the world. In addition, Forvis Mazars has been a recipient of the LearningElite award from **Chief Learning Officer** magazine for nine years since 2014, earning Gold or Silver recognition from 2018-2023.

Staff Changes

In the event we are required to make a change to any key personnel assigned to your engagement, we will discuss this with you to explain the circumstances and proposed change. Your lead engagement executive, Kristen Bright, or office managing partner will be coordinating personnel changes. We generally do not remove key personnel from an audit once it has begun, but occasionally employee turnover or other events beyond our control require such a change. If a personnel change is required, we are confident we can provide a qualified replacement to complete your audit with limited interruption.

We understand engagement team members, consultants and firm specialists mentioned in our response to this RFP can only be changed with the prior express written permission of City Utilities, which retains the right to approve or reject replacements.

2.6 Description of Relevant Practice Office Experience

2.6.1 Please provide a list of clients of the assigned practice office for the following categories: (Please include clients anytime between 2020 and 2025)

•Electric, natural gas, broadband and water utilities (include the services provided and indicate if municipally owned)
•Public transportation entities
•Municipalities and other government entities
•Governmental entities for which single audits of federal financial assistance have been performed (identify the magnitude of federal assistance provided)

Representative Clients

Utilities*

Forvis Mazars' assigned practices offices are proud to provide audit services to utility clients, including:

- Associated Electric Cooperative
- Barry Electric Cooperative
- Central NE Public Power & Irrigation District
- Central Plains Energy Project
- City of Lincoln Transportation and Utilities
- City Utilities of Springfield, Missouri
- Cuivre Electric Cooperative
- District Energy Corporative
- Gascosage Electric Cooperative
- Heartland Consumers Power District
- Kentucky Municipal Energy Agency
- Lincoln Electric System
- Minnesota Municipal Power Agency
- Missouri Joint Municipal Electric Utility Commission
- Municipal Energy Agency of Nebraska
- Nebraska Public Power District – OPEB/Pension Only
- Norris Public Power District
- Northern Illinois Municipal Power Agency
- Omaha Public Power District
- Prairie State Generating Company
- Public Energy Facilities Authority
- Public Power Generation Agency
- Sikeston Board of Municipal Utilities

Transportation Authorities*

Forvis Mazars' assigned practices offices are proud to provide audit/tax/consulting services to transportation authorities, including:

- Lincoln Airport Authority
- Nebraska City Airport Authority
- Omaha Airport Authority
- City Utilities of Springfield, MO

Municipalities & Other Government Entities*

Forvis Mazars' assigned practices offices are proud to provide audit/tax/consulting services to municipalities and other government entities, including:

- Boone County, MO
- Camden County, MO
- Cedar County, NE
- City of Beatrice, NE
- City of Bellevue, NE
- City of Auburn, NE
- City of Council Bluffs, IA
- City of Lincoln, NE
- City of Norfolk, NE
- City of Omaha, NE
- City of Springfield, MO
- City of Tekamah, NE
- Cole County, MO
- Douglas County, NE
- Jasper County, MO
- Nebraska State Fair Board
- Newton County, MO
- Platte County, MO
- Ray County, MO

Single Audit*

Forvis Mazars' assigned practices offices are proud to provide Single Audits to clients, including:

- City of Beatrice, NE
- City of Bellevue, NE
- City of Council Bluffs, IA
- City of Fremont, NE
- City of Lincoln, NE
- City of Norfolk, NE
- City of Omaha, NE
- City of Papillion, NE
- City of Tecumseh, NE
- City Utilities of Springfield, MO
- Douglas County, NE
- Heartland Consumers Power District
- Nebraska State College System
- Nebraska City Airport Authority
- Lincoln Airport Authority
- Lincoln University
- Missouri Southern State University
- Missouri State University
- Omaha Airport Authority
- Omaha Public Power District
- University of Nebraska
- Sikeston Board of Municipal Utilities

The magnitude of federal financial assistance varies for the past five years for each organization listed and can be found at the Federal Audit Clearinghouse website. However, the annual federal financial assistance for the clients listed above represents a range of approximately $1,000,000 to $774,000,000 of assistance received per organization for the period of time requested in Section 2.6.1.

2.6.2 For each of the categories of clients listed above in Section 2.6.1, please indicate the top five clients that are considered most similar to City Utilities:
•Scope of Work
•Approximate dates service was provided
•Approximate number of customers, population, etc.
•Name of engagement partner
•Total hours
•Name and telephone number of principal client contact

Client References

We have a track record of helping similar organizations and understand our clients are our best ambassadors. Listening to us helps, but hearing directly from your peers can be a meaningful step in your decision-making process. We encourage you to reach out to the following clients to discuss the services and capabilities of Forvis Mazars at your convenience. We included five references below which include clients who have granted permission to use them as a reference. If additional clients for each category are needed to satisfy Section 2.6.2, we can provide that information as needed, but we feel this group represents the clients our team works closely with.

Associated Electric Cooperative, Inc.*

Springfield, MO

Scope of Work: Attest services (including financial statement audit and agreed upon procedures)

Dates of Service: 2016 to present

# of Customers/Population Size: six G&T members, with 51 distribution cooperatives that provide electric service to approximately 953,000 members

Engagement Partner: Chad Moore

Total Hours: Approximately 1,000

Meredith Roberts

Chief Financial Officer

417.881.1204

Cuivre River Electric Cooperative*

Troy, MO

Scope of Work: Attest and tax services

Dates of Service: 2019 to present

# of Customers/Population Size: 75,000 members

Engagement Partner: Kristen Bright

Total Hours: Approximately 300 hours for audit services and 30 hours for tax services

Doug Tracy

President & Chief Executive Officer

636.695.4862.

Lincoln Electric System*

Lincoln, NE

Scope of Work: Attest services

Dates of Service: 2012 to present

# of Customers/Population Size: 134,912 residential and 17,920 business customers

Engagement Partner: Chris Lindner

Total Hours: Approximately 400 hours

Emily Koenig

Chief Financial Officer

401.473.3315

Omaha Public Power District*

Omaha, NE

Scope of Work: Attest services (including financial statement and Uniform Guidance audits), special purpose audit, pension and OPEB audits and agreed-upon procedures

Dates of Service: 2018 to present

# of Customers/Population Size: approximately 885,000 customers

Engagement Partners: Amy Shreck

Total Hours: 745 to 830 hours

L. Javier Fernandez

President & Chief Executive Officer

531.226.3200

Sikeston Board of Municipal Utilities*

Sikeston, MO

Scope of Work: Attest services (including Uniform Guidance audit)

Dates of Service: 2012 to present

# of Customers/Population Size: 8500 electric customers plus wholesale and over 8,000 water and sewer

Engagement Partners: Kristen Bright

Total Hours: Approximately 500 hours

Rick Landers

General Manager

573.471.3328

2.7 Specific Audit Approach

Auditors will be required to provide the following information on their audit approach:

2.7.1 A work plan, including an explanation of the audit methodology to be followed to perform the services required in Part Three – Scope of Work of this Request for Proposal.

Proposed Assurance Services

Understanding & Establishing Priorities

Our audit approach combines deep industry experience, technical skill, and our risk-focused ASSURE methodology, powered by data analytics and AI. This helps us pinpoint key risks, focus resources, and streamline procedures—saving time and boosting stakeholder confidence.



Key Elements of Our Audit Approach

Risk-Focused Auditing

- Meet with key members of management
- Understand your processes, systems, and controls
- Identify significant risk areas
- Leverage AI tools and analytics to assess areas of greatest risk to the financial statements
- Build our plan, timing, and related requests in consultation with you

Testing

- Perform interim procedures, tentatively including a test of operating effectiveness on certain controls in your control environment
- Perform procedures over key accounts; engage in early identification and communication
- Perform analytical reviews and substantive tests
- Target areas of estimation and significant risk

Reporting

- Review the financial statements and related disclosures, management's discussion and analysis, supplementary and required supplementary information drafted by management
- Finalize and communicate audit results
- Identify areas of continual improvement

Proposed Assurance Services

Auditing standards set the technical requirements for our process, culminating with the expression of our opinion on the presentation of your financial statements. Our audit will be performed in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

The Forvis Mazars Audit Experience

While auditor selection should start with evaluating technical competence, it also should extend to your expectations for an unmatched service experience. Your audit experience includes how your engagement is managed, how you and your team are treated, the quality and timeliness of communication you receive and your confidence in the results and guidance you receive. Our philosophy at Forvis Mazars emphasizes independence, integrity, and quality, and we have a strong commitment to providing high quality service, through a knowledgeable engagement team.

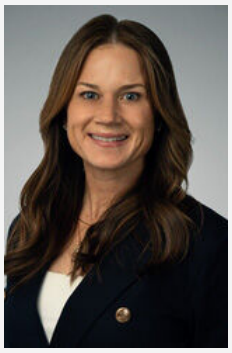


Our audit timeline will be developed with the client management team but will closely follow the Schedule of Key Dates as outlined in Appendix A Part 7. We have had the opportunity to work with City Utilities in prior years and understand that setting a work plan to achieve the milestones necessary to finalize the deliverables and presenting to the Audit Committee and the Board of Public Utilities is extremely important. We will design the work plan with management's input using the Suggested 2026 Audit Schedules as the guide. In addition, we will schedule the right engagement team to help you achieve the goal of a successfully designed and executed audit process.

"As your trusted advisors, we look forward to continuing to provide the quality service and Unmatched Client Experiences City Utilities has come to expect."

Kristen Bright, CPA

Lead Engagement Partner



Proposed Assurance Services

Compliance Audit in Accordance with the Uniform Guidance

According to data compiled by the Office of Management and Budget (OMB) via the Federal Audit Clearinghouse, Forvis Mazars is the third largest provider of Single Audits among CPA firms, performing approximately 715 annually. Forvis Mazars performs hundreds of Single Audits annually, focusing on two objectives: first, an audit of your financial statements and reporting on the Schedule of Expenditures of Federal Awards (SEFA) in accordance with *Government Auditing Standards*, and second, a compliance audit for federal awards expended during the fiscal year in accordance with Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance).

Many of our nonprofit and governmental clients receive federal funding. Our extensive experience with compliance testing in accordance with the Office of Management and Budget (OMB) requirements can help provide City Utilities with a Single Audit performed properly and submitted on time. In addition, our firm's national PSG team member for NEP Practice, Partner Lindsey Oakley, is based in Springfield, Missouri and readily available to assist with questions and issues if they arise allowing items to be handled efficiently and timely during the audit process.

Our Approach

During our audit procedures of federal award programs, we do not simply look for findings to report. We look for opportunities to advise you of more efficient ways to comply with federal regulations to reduce the risks of sanctions or reduced funding. Forvis Mazars has developed contacts at federal agencies and has been able to work cooperatively with these agencies to help clients resolve or avoid issues.

Entities subject to the Uniform Guidance and *Government Auditing Standards* will benefit from our specially designed audit programs, checklists, and database of federal audit programs.

Identification and testing of your federal programs will be performed primarily during interim fieldwork, which will typically be performed before your fiscal year-end. We have found this to be the most efficient manner in which to perform our audit services when the additional Uniform Guidance requirements are present.

Training Requirements for Single Auditors

City Utilities can have confidence in Forvis Mazars auditors' experience in testing federal funding subject to the Uniform Guidance. As mentioned, our audit professionals are required to receive at least 120 hours of CPE every three years and, for auditors involved with audits performed under *Government Auditing Standards*, this education includes the hours required to comply *with Government Auditing Standards* **Yellow Book** guidance. Staff members attend a series of core audit and accounting courses over the first four years of their careers. Staff subsequently receive additional training on accounting and auditing for the nonprofit and governmental environment.





Proposed Assurance Services

Broad Audit Risk Considerations

Some risk considerations apply across nearly all our audits. We pay particular attention to the following items:

Significant Accounting Estimates

Nearly all financial statements have significant estimates in amounts and disclosures, even when not readily apparent. Estimates may include amounts unbilled revenue, regulatory deferrals, expected losses or costs occurring at a specific amount and time, etc.

We will gather information supporting management's estimates and challenge key assumptions used to develop these amounts. We also will test estimates on available data and historical trends and document our conclusions on the reasonableness of recorded amounts.

Risk of Management Override of Controls

When considering fraud, auditing standards require evaluating the risk that management could override existing controls. We will perform interviews of selected individuals, perform data analytics, apply an element of unpredictability in our testing, and brainstorm as a team to evaluate risks and possible actions based on our observations. We also will perform journal entry testing, review estimates for bias and significant changes, and consider the business rationale for significant unusual transactions.

Executing the Audit

Once we have established our overall process and communication plans with you, the detailed work can begin. Key elements of that work include:

- **Risk Assessment**: We will identify and assess risks of material misstatement in your financial statements, including those arising from potential fraud, by leveraging advanced analytics and AI-enabled technologies. This approach, combined with a detailed understanding of your business environment, enables us to more precisely pinpoint areas of risk.

- **Assessing IT Risks**: For organizations with complex or high-risk IT environments, our risk assessment focuses on understanding your systems and how they impact financial reporting. We involve IT professionals to address areas such as security, change management, and operations, helping to identify risks and potential fraud related to your financial statements. We understand the City Utilities is always challenging their information technology systems and Casey Greenway, Director, on our engagement team has worked with many organizations including those adhering to PCAOB regulations.

- **Audit Design**: Based on risks identified, we will design an audit approach specific to your organization. This tailoring takes into consideration the uniqueness of your operations, the design of internal controls you have implemented, and the nature of your financial statement amounts and disclosures. We consider whether matters are truly important (quantitative and qualitative materiality), as well as obtain input about concerns from management and audit committee to design the tests we will perform.

- **Gathering Evidence**: Once the plan is complete, we will execute the audit through a combination of on- and off-site work performed in accordance with the agreed-upon timeline.

- **Reviewing the Work**: Critical to our process is a review of the team's work by our engagement executive, as well as a quality review by another executive who is independent from the detailed work. The quality review improves our deliverable by providing a fresh perspective and reinforcing quality. Amy Shreck, Partner, provides the independent quality review, and is involved during the entire audit engagement process and is available to participate in discussions so items can be handled timely and promptly.

- **Sharing Our Results**: Our focus on delivering an Unmatched Client Experience helps to provide ongoing dialogue with management throughout the audit process. This continuous communication allows us to share results, insights, and opportunities for improvement in real time—not just at the end. We base our audit opinion on gathered evidence, and professional standards guide our reporting and required communications. In addition to formal letters and presentations, we provide informal updates and feedback during the audit, supporting a seamless and collaborative experience.

Procedures & Risks Planned for City Utilities

Audit procedures can vary, but they often include traditional observation, sampling, and testing combined with more advanced deployment of technology for trend analysis, summarization of documents, and assessment of large data sets.

Our work with hundreds of clients in the utility industry means our advisors are very familiar with companies similar to City Utilities. While no two audits are the same, certain activities are common to utilities. Specific risk areas for City Utilities are likely to include:

• **Revenue Recognition & Regulatory Accounting** – including review of the types and support for deferrals and the presentation and disclosure of regulatory assets and liabilities

• **Debt** – including confirmation of balances and key terms, testing any significant issuances or refundings, debt covenant compliance, and consideration of classification and disclosure

• **Utility Receivables & Unbilled Revenues** – including procedures over receivables and related estimates

• **Derivative/Swap Agreements** (if applicable with new agreements) – including evaluation of classification and selected valuation procedures

We also understand that this industry is evolving to stay ahead of customer demand while adhering to federal and state regulations. Our team communicates internally on these issues to understand the accounting and reporting implications. Our goal is to communicate those timely. As these items develop in the industry, the above procedures and risks could change with them.

Utility Plant, including Contributions in Aid of Construction

Utility plant is typically significant, resulting in an area of focus in performing our audit. Risk comes from the amount of capitalized costs, asset retirement obligations (ARO), potential impairment of long-lived assets, varying depreciation methods, and the requirements of standards focused on regulated operations.

We employ a variety of audit procedures assessing plant in service, including vouching capitalized costs and searching for events or circumstances that would indicate potential impairment, reviewing ARO methodology, and challenging depreciation methods for reasonableness and consistency.

Hedging & Derivatives Activity

Utility companies often turn to interest rate swaps and commodity options to manage risks. We confirm activities with counterparties and test fair value assumptions. If City Utilities is considering growing these types of arrangements, Forvis Mazars has experience working with many different counterparties to gather the required information. In addition to testing fair value, we will gain an understanding of potential regulatory accounting effects in accordance with accounting standards.

Long-Term Debt

Utilities generally require significant debt to fund investments in building and maintaining generation facilities. This debt can carry complex provisions and terms included within the bond indentures and can require substantial disclosures.

We generally confirm the balances and terms of debt agreements with third parties, review debt agreements for debt covenants and callable provisions, and test the presentation and classification of debt balances in the financial statements and related footnotes.

If City Utilities is considering any additional debt refundings in the audit year, we will recalculate the accounting gain or loss by reviewing trustee statements and bond documents to test for proper classification and footnote disclosures. We also will inquire about your policy on reviewing each bond and note for applicable IRS arbitrage requirements, prepare a list of bonds and notes subject to IRS arbitrage requirements and the most recent arbitrage calculation prepared for each bond and challenge the calculation performed to test for completeness and obligations of City Utilities.

Revenue Recognition & Regulatory Accounting

As with revenue in general, we gain an understanding of your recognition criteria and policies to perform a variety of inquiry, analytical, and substantive audit procedures. We also review the types and justification of deferrals to challenge the presentation and disclosure of regulatory assets and liabilities.

Pension Liability/Asset

Financial transactions with related parties require disclosure, regardless of whether monetary values have been assigned to those transactions.

Due to the subjective nature of the estimation processes associated with determining the estimated pension liabilities/assets, we will obtain and test the specific actuarial calculations for the pension plan. First, we will evaluate the professional qualifications and reputation of the actuary. We will read the actuarial reports to obtain an understanding of the methods and assumptions employed. Select testing of the underlying data used in the calculation will be performed. We will evaluate the valuation, cost, and amortization methods for consistency. The other significant underlying assumptions such as discount rates, rates of return and medical cost trends will be compared with independent external studies of assumptions by such noted organizations as Milliman Medical Index, SEI Pension Accounting Research Series and the Towers Watson annual healthcare trend survey. We will plan to work with your internal audit team to obtain the actuary report from LAGERS and review the reports and key assumptions, test participant census data submitted, recalculated any deferred inflows/outflows of resources and review proper reporting of disclosures.

Investments

This is a significant audit area due to the risks associated with the proper and timely valuation of investments. We employ a variety of audit procedures in this area, including the use of third-party confirmations, obtaining an understanding of management’s assessment of fair values, fair market value testing to published sources and obtaining SOC 1 reports. In addition, we evaluate the disclosure requirements and the adequacy of completeness and accuracy of the disclosures.

Utility Receivables & Unbilled Revenues

We will use several methods to audit your receivables and the estimate of unbilled revenues, including using look-back reports, reviewing historical collection methods for large accounts, asset metering information and reviewing your methodology. We will analytically review key ratios such as days in accounts receivable and charge-off rates compared to industry averages and prior year results to help us reach our audit conclusions. We will work with your team before year end on the allowance to see that we understand your methodologies and conclusions.

Lease & Subscription-Based Information Technology Arrangements

We will audit the rollforward activity of leases and subscription-based information technology arrangements, focusing on significant additions and disposals during the year. We will obtain contracts and related documentation for current-year additions to test management’s calculations of lease and subscription-based information technology arrangement liabilities and lease receivables. We will audit management’s estimates used in the calculations, including evaluation of the contract term and discount rates. We will obtain contract modifications to evaluate the accounting treatment.

2.7.2 Proposed segmentation of the engagement, if any.

2.7.3 Level of staff and estimated number of hours to be assigned to each proposed segment of the engagement.

Audit Segmentation

Phase	Forvis Mazars Staff Level	Hours	City Utilities Staff/Hours
Planning and Risk Assessment	Partner	20	12 - 15
	Manager	34	
	Associate and Administrative	12	
Fieldwork, Testing & Further Audit Procedures	Partner / Managing Director	49	50 - 55
	Manager	183	
	Associates	265	
Report & Communication Delivery	Partner / Managing Director	22	40
	Manager	20	
	Associate	6	
Presentation to the Audit Committee and Board of Public Utilities	Partner	4	2
TOTAL Hours		**615**	**104 - 112**

ASSURE: Technology Powered, Risk Based, & Focused

Unlock deeper insights & operate with confidence.

Merging the experience of skilled professionals with advanced technologies to deliver high quality is the essence of Unmatched Client Experience at Forvis Mazars. ASSURE leverages an integrated, streamlined approach to empower our professionals to deliver valuable insights and focus on critical, judgment driven aspects of the audit.



2.7.4 Extent of use of computer-assisted auditing procedures to be used in the engagement. Disclose the use of Artificial Intelligence (AI) in delivering audit services and describe the controls in place to ensure such tools comply with professional standards, protect confidential data, and maintain audit quality.

ASSURE, our proprietary technology integrated assurance methodology unifies methodology, tools, and professional standards into a streamlined process for executing assurance engagements. Our methodology is built on the foundation of over 100 years of experience, with subject matter leaders designing effective, focused approaches across industries.

Leveraging AI and technology, ASSURE uses advanced automation to enhance workflows and execute a focused, risk-based approach to deliver consistent high quality across engagements. Our dynamic design offers flexibility to accommodate simple environments to the most sophisticated clients, focusing on value-added insights with a client-centric design.

Innovative

Agentic AI and intelligent workflows enhance our audit approach, resulting in a focused, tailored audit.

Data Driven

Advanced analytics turn large datasets into actionable insights—identifying anomalies and prioritizing high-risk areas.

Collaborative

Integrate communication and task management directly into workflows for clarity.

Secure

Robust protocols protect sensitive data across every step to build trust and maintain compliance.

As one of the largest U.S. accounting firms, Forvis Mazars works with clients across the United States and understands the applicable privacy rules and regulations. All of Forvis Mazars' professional services are governed by the Code of Professional Conduct of the AICPA, which establishes a duty of confidentiality regarding client information. In addition, Forvis Mazars materially complies with *Gramm-Leach-Bliley Act* confidentiality. Forvis Mazars takes that duty very seriously and has a number of policies and procedures in place to help protect your privacy. We understand the sensitivity of your personal information and will strive to protect the confidentiality of such information.

2.7.5 Type and extent of analytical procedures to be used in the engagement.

Analytical procedures allow auditors to identify potential material misstatements by establishing expectations based on the understanding or your operations. Our teams develop tests at various levels of precision to identify potential concerns that cannot effectively be found through transactional level testing. Strong analytical procedures reduce or eliminate other substantive procedures that are usually more time consuming. By obtaining your entire general ledger detail, particularly multiple years of data, we can use tools ranging from Microsoft Excel to more sophisticated tools like TeamMate Analytics or MindBridge to perform automated tests or designed custom analyses such as:

- **Ratio analysis** – comparing relationships among account balances, ratios, nonfinancial data, budgets, or industry averages
- **Reasonableness tests** – using financial and/or nonfinancial data to develop an expectation of an account balance
- **Audit data analytics** – analysis of patterns and anomaly detection using data analysis software, including modeling and visualization

Successfully using analytical procedures requires auditors to ask the questions:

- What is the risk of material misstatement
- How would we find those misstatements
- Have I gathered enough audit evidence

2.7.6 Approach to be taken to gain and document an understanding of City Utilities' internal control structure; this should include a discussion of the scope and frequency of the review of Information Technology controls.

We are better auditors the more we know about you, your operations, and the environment in which you operate. Understanding your operations, control design, and whether key controls are well implemented helps inform an effective and efficient audit process. An initial audit requires more effort but establishes an understanding that creates a foundation for future engagements.

There are many sources we use to learn about you, including documentation that we have obtained in prior year's audit. If you have documentation of your organizational structure, control environment (including technology), and the controls you have in place, we can often read and supplement that information. However, other steps we will take include:

- Identify relevant financial statement areas for documenting our understanding of design and control implementation. While we need to understand your operations, we won't document every control, particularly when a control is not critical or is not related to a significant audit area.
- Ask you to complete industry-specific questionnaires that summarize your processes and control structure, including information systems (technology). You can complete these forms directly or we may interview you to guide the process, or some combination of both approaches. If you have completed these in the prior year, we ask you if there have been any changes or updates in subsequent years.
- Identify who performs or can perform control activities to consider whether access, record keeping and monitoring responsibilities are appropriately segregated among personnel for control effectiveness.
- Consider design and implementation of key controls for significant areas of risk including potential gaps in your design or controls that are well-designed, but not appropriately implemented.
- Consider extended tests of controls, particularly when your information is complex or voluminous and where this testing could reduce other substantive testing in our audit
- Summarize written recommendations for your consideration, ranging from minor deficiencies or suggestions, up to and, including significant deficiencies or material weaknesses in your control design and implementation.

In subsequent audit periods, our initial understanding and documentation will be updated based on changes that have occurred. We will continue to evaluate implementation of key controls remains effective and whether expanded testing could improve the effectiveness and/or efficiency of the audit.

For Information Technology controls, we will rely on documentation from our IT Risk and Compliance (ITRC) group from prior years and employ audit procedures to test whether the controls within your IT environment are sufficient to allow us to rely on the information generated by your IT platform. These tests could include identification of critical internal controls, detailed walkthroughs of transactions, testing the functionality of the key IT controls identified and review of change management protocols, access controls and overall IT security. In addition, we plan to use our ITRC team to complete testing on the ERP system implementations if they occur during the year under audit. This will be based on system understanding and risk assessment and what is determined as significant to the financial statements.

2.7.7 Approach to be taken in determining laws and regulations that will be subject to audit test work.

Identification of applicable laws and regulations will begin with an inquiry of City Utilities as to your understanding of applicable laws and regulations. In addition, our reviews of various documents, indentures, agreements, etc., will be designed to encompass known laws and regulations within the scope of the audit. We are experienced in auditing similar entities in the state of Missouri and are familiar with the laws and regulatory environment in which you operate.

2.7.8 Approach to be taken in drawing audit samples for purposes of tests of compliance.

The sampling approach anticipated to be used in connection with the various areas of the audit is judgmental in nature. The size and nature of the population being tested, along with the assessed risk of noncompliance of the compliance requirement affected, will determine the size and approach for selecting a sample. Sample sizes will be sufficient to meet the requirements of the various state and federal laws and regulations. We anticipate using data extraction tools in certain situations in selecting and testing samples or complete populations, where appropriate.

2.7.9 Explain your firm's normal use of client personnel to assist you during the audit and indicate approximate time requirements to be placed on them. This estimate shall be made in conjunction with Part Three, Paragraph 1.2 and Part Four of this Request for Proposal.

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.

We need your team to maintain records in good condition, provide the necessary schedules, and cooperate with our audit team. Most clients routinely prepare these records and schedules during their normal monthly or annual closing process.

Specific assistance from your personnel may include:

- Preparing a complete and accurate general ledger trial balance by account, to which very few adjustments are needed
- Preparing accurate audit schedules to support all significant balance sheet and certain other accounts
- Responding to auditor inquiries
- Preparing confirmation and other letters
- Pulling selected invoices and other documents from files
- Helping to resolve any differences or exceptions noted
- Completing documentation of internal controls
- Responding to questions and additional requests promptly
- Preparing the Management's Discussion & Analysis (MD&A), financial statements, notes to the financial statements, required supplementary information and supplementary information and provide any supporting schedules

We will provide a list of the needed schedules well in advance of any deadlines, as well as spreadsheet templates if requested. We also will meet with your staff, as needed, to help them clearly understand what we need. Please see the Audit Segmentation in response to 2.7.2 and 2.7.3 on the earlier page. We estimate approximately 100-115 hours of assistance will be needed from City Utilities' staff, which includes their time preparing the financial statements, MD&A, notes to the financial statements, required supplementary and supplementary information.

2.7.10 Explain your firm's procedures for technical review of audit reports prior to issuance. This discussion should identify key personnel involved in technical review, state their qualifications and whether they are independent of personnel assigned to the audit engagement.

We maintain high professional practice standards, including a strong system of quality control that emphasizes independence and objectivity and includes many control features that exceed our profession's requirements. The main feature is that *all* assurance engagements are reviewed by a second partner, managing director, or director who is not otherwise involved in providing services to the client. Size and complexity of engagements drive the assignment of reviewer and depth of technical review.

As mentioned previously, we are excited for Partner Amy Shreck, former GASB fellow, to serve as City Utilities' engagement quality reviewer. Amy is independent of engagement personnel and brings a depth of practical, hands-on experience and quality to City Utilities' engagement. Her bio is included in Section 2.5.1, and demonstrates her significant experience with public power clients and GASB accounting standards. In addition, she serves as the Omaha offices audit quality leader, where she participates in firmwide meetings to guide and lead the high level of audit quality we strive for at Forvis Mazars. Her fresh perspective in the audit engagement will also bring a new team member to challenge and ask questions.

2.7.11 Identify the firm's general approach regarding subsequent years' audit engagements, should City Utilities exercise this option.

Forvis Mazars has a deep understanding of your processes and systems from our years of service to City Utilities.

With increased familiarity in subsequent-year audits, we will review the substantive audit work performed in the prior year to challenge whether we can tailor more effective or efficient audit procedures. Even if no changes are identified, we will modify some procedures to create a level of unpredictability in our approach to help address the risk of fraud. Our approach to all subsequent years' audit engagements, is to build the best audit engagement team, which will be reviewed each year to help meet the client's needs and expectations. We then meet with the client to understand any new transactions or events and update documentation from the prior year which could affect the risk assessment which drives our audit plan and procedures; learn from the prior year what went well and what could have gone better; and execute an audit in accordance with the auditing standards. Our goal is to understand your organization, while continuing to challenge and ask questions.

2.7.12 Identify how your firm would utilize other auditors' work, to the extent possible, in completion of this engagement.

At this time we do not plan to use another auditor's work.

2.7.13 Describe your firm's standard onboarding process for new audit clients.

Include details such as:

Typical timeline and phases of onboarding.
Information and documentation requested from the client.
Expected level of involvement from client personnel (hours and roles).
Any technology or system access requirements.
Training or orientation sessions for client staff, if applicable.

Benefits of Retaining Forvis Mazars

Forvis Mazars knows the significant value inherent in the collective historical knowledge of CPAs and advisors who work with an organization for a long-term engagement. Much of this knowledge is typically lost in the handoff of an audit, including:

- Understanding of City Utilities' unique areas of risk
- Knowledge of the various iterations of state laws and regulations affecting City Utilities and the action plans designed to address each
- Familiarity with City Utilities' operations, culture, and personnel
- Understanding of the reasons important business decisions were made
- Insight into the specific industry challenges City Utilities faces

Transitioning to a new audit firm can be challenging. You could be required to invest a significant amount of time and resources to address a steep learning curve. Organizations should carefully consider whether there is potential value to be gained from switching audit firms, and if it exceeds the value that can be lost in terms of efficiencies, the intrinsic understanding of your challenges and operations, and the substance of the advice.

However, if City Utilities were a new client to Forvis Mazars we do have an onboarding plan, which is anchored in communication with the management, an organized approach that starts early, and execution of that work plan with selection of the Forvis Mazars team members best suited for the audit engagement. We would be happy to share our detailed onboarding plan if that is of interest to City Utilities.

2.8 Identification of Anticipated Potential Audit Problems

The proposal shall identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from City Utilities.

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. Our team plans to be onsite during fieldwork which allows for timely identification and response to problems that may be encountered. As mentioned previously, we also have timely responses from our quality reviewer, Amy Shreck, if her input is needed. And if an issue needs to be elevated, PSG Partner, Lindsey Oakley, who oversees public sector engagements, is based in Springfield, Missouri.

2.9 Report Format

The proposal shall identify and describe any significant anticipated revisions for the report formats contained herein.

We do not anticipate any report revisions at this time. However, if revisions are needed, then we will plan to meet with management and discuss the potential revision and possible solutions for management to consider for their financial statements and notes to the financial statements (and supplementary information and required supplementary information if affected).

Significant Partner Involvement

1:7

Audit partner-to-staff ratio

Our low audit partner-to-staff ratio of 1-to-7 means services provided by Forvis Mazars include a more significant level of partner involvement than other national firms can offer. Ongoing communication is a key component to our approach to your engagement. Kristen Bright, your proposed audit engagement partner, will be an active member of your engagement team. Our partners are readily accessible and available to discuss the matters important to you.



2.10 Other Information

2.10.1 Staff Education and Development

Describe your firm's policy for staff education and development.

Training & Development

We consider people to be our most valuable asset, and we start investing in our employees on day one. We provide enriching professional development programs as well as on-the-job training and coaching to set them on a rewarding career path. Through our robust Learning and Development, Leadership Institute, and Executive Coaching programs that emphasize developing the whole person, our engaging and innovative technical and career-enhancing programs are offered through various in-person, virtual, and on-demand formats to support team members in every step of their career journey.

Our Learning and Development programs include a detailed ecosystem of courses and experiences offering customized learning plans, deep technical and industry knowledge, and career-enhancing skills to equip our people with the knowledge and tools needed to deliver an Unmatched Client Experience.

Our professionals have specific CPE requirements they must meet each year. In addition, we provide training covering technical and professional skills to help new employees grow and to help seasoned employees advance to higher levels within the firm. We also offer formal staff coaching/mentorships, timely job performance evaluation, direct supervision, and client feedback to help professionals grow in their careers.

Setting Ourselves Apart

Hands-On Training

As one of the largest U.S. accounting firms, we tap into our vast network of client engagements to provide our team members real-world, on-the-job training and work experience. Starting with our Flagship Talent Development programs, these events provide an in-person, hands-on learning experience for team members at every level of their career, from intern to our most senior leaders. Additionally, team members, including interns, are deployed on actual client work quickly, providing each team member a variety of opportunities to work on clients throughout our network and engagement pool. This structure ensures we are helping to mold our team into well-rounded professionals, enhancing their readiness for more complex engagements. At the same time, we still provide additional training and resources at the local office level.

2.10.2 Staff Turnover

Provide a summary of the proposed practice office's staff turnover during the past three (3) years. This should be summarized by staff level.

As mentioned previously, City Utilities' requested services will be provided primarily by professionals in our Springfield, Missouri, and Omaha, Nebraska office locations, which collectively are your assigned practice offices. Turnover by staff level is not available for FY23. Partners/principals/managing directors are excluded from turnover reporting as they are not employees of the firm.

Springfield Office	FY25	FY24
Associate	11.9%	29.2%
Senior Associate/Senior Associate II	13.1%	11.5%
Lead/Manager	7.7%	11.8%
Senior Manager	8.0%	14.8%
Director	0.0%	0.0%
Omaha Office	**FY25**	**FY24**
Associate	7.7%	16.7%
Senior Associate/Senior Associate II	60.0%	45.5%
Lead/Manager	12.5%	14.3%
Senior Manager	0.0%	0.0%
Director	0.0%	0.0%

2.10.3 Rotation Policy

Describe your firm's policy regarding rotation of seniors, managers, and/or partners, if such a policy exists.

Other than for our SEC and certain insurance and financial institution clients, Forvis Mazars has no current policies regarding the length of time personnel, including partners, are assigned to an engagement. However, because of Forvis Mazars' depth of resources, we can accommodate partner and staff rotations if such requests are made by our clients. As mentioned previously, our proposed addition of Partner Amy Shreck (Omaha) as engagement quality reviewer can provide City Utilities with a fresh perspective from a GASB fellow, while retaining Partner Kristen Bright means a deep level of understanding of City Utilities. We hope this approach brings forth the balance of a fresh look coupled with deep institutional knowledge of the organization, allowing the engagement team to anticipate risks, focus audit efforts effectively, and meet reporting deadlines.

Appendix

Bid Form

VI. Response Form

Questions / Requests for Submittals

*****PLEASE SEE ATTACHED SUPPLEMENTAL BID DOCUMENT FOR ALL REQUIREMENTS RELATED TO THIS BIDDING EVENT. PROPOSALS SHOULD ADDRESS ALL REQUIRED QUESTIONS AND PROVIDE ALL REQUESTED PRICING. TO THE EXTENT PRACTICABLE, PLEASE PROVIDE YOUR RESPONSES IN THE SAME ORDER AS LISTED IN THE SUPPLEMENTAL BID DOCUMENT AND USE OUR PROVIDED PRICING FORMS WITHIN APPENDIX A. PRICING DOES NOT NEED TO BE ENTERED ON THE LINES BELOW, BUT THE BID FORM SHOULD BE SIGNED AS INDICATED AND RETURNED WITH YOUR PROPOSAL.*****

Pricing / Line Items

The undersigned proposes to furnish at his/her sole risk, cost, and expense all labor, tools, equipment, materials, supplies, facilities, transportation and other means necessary to perform the work as set out in this RFP in strict accordance therewith, for the prices reflected below:

Line 1	Audit Services Year 1		
Audit Services 8/1/26 - 7/31/27			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #1 - Quoted Quantity	Line #1 - Quoted Unit Price
1	LOT		$
Line #1 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2026 *****			
Line #1 Supplier Response Notes:			

Line 2	Audit Services Year 2		
Audit Services 08/01/2027 - 07/31/2028			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #2 - Quoted Quantity	Line #2 - Quoted Unit Price
1	LOT		$
Line #2 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2027 *****			
Line #2 Supplier Response Notes:			

Line 3	Audit Services Year 3		
Audit Services 08/01/2028 - 07/31/2029			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #3 - Quoted Quantity	Line #3 - Quoted Unit Price
1	LOT		$
Line #3 Lead Time (in calendar days):_____ ***** DATE NEEDED: 8/1/2028 *****			
Line #3 Supplier Response Notes:			

Line 4	Audit Services Year 4		
Audit Services 08/01/2029 - 07/31/2030			
BRAND:_____ PART #:_____ *(if applicable)*			
Requested Quantity	Unit of Measure	Line #4 - Quoted Quantity	Line #4 - Quoted Unit Price
1	LOT		$

Line #4 Lead Time (in calendar days):_____	*** **DATE NEEDED: 8/1/2029** ***
Line #4 Supplier Response Notes:	

Line 5	Audit Services Year 5

Audit Services 08/01/2030 - 07/31/2031

BRAND:_____ PART #:_____ *(if applicable)*

Requested Quantity	Unit of Measure	Line #5 - Quoted Quantity	Line #5 - Quoted Unit Price
1	LOT		$

Line #5 Lead Time (in calendar days):_____	*** **DATE NEEDED: 8/1/2030** ***
Line #5 Supplier Response Notes:	

Authorized Signature

Bidder agrees to furnish the materials/services for delivery as specified at the prices(s) for each item on City Utilities of Springfield, Missouri, Bidding Event. By submitting an electronic, faxed, or written bid, the bidder certifies that he or she has read, understands and agrees to the terms, conditions, attachments and specifications contained in the Bidding Event. The bidder further acknowledges that his or her bid will become a binding contract upon 1) issuance of a Purchase Order by City Utilities; or 2) the signing of a formal Agreement by the parties.

The person submitting the bid certifies that he or she is an authorized agent of the bidder duly empowered to enter into and make binding agreements on the bidder's behalf.

The bidder agrees that submission of an electronic bid, when authorized, shall constitute a binding, valid signature.

Firm Name: Forvis Mazars, LLP

Name: Kristen Bright Title: Partner

Signature: Kristen Bright^ Date: April 17, 2026

Phone #: 417.865.8701 Fax #: 417.865.0682

Email: kristen.bright@us.forvismazars.com

*** **END OF SECTION** ***

^Subject to negotiation of the exceptions to terms and conditions stated on the Transmittal Letter.

Sample Engagement Letter

Forvis Mazars, LLP
910 E. St. Louis Street
Springfield, MO 65806
P 417.865.8701 | F 417.865.0682
forvismazars.us

June 25, 2025

City Utilities of Springfield, Missouri
Audit Committee and Board of Public Utilities
301 East Central
Springfield, MO 65802

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**®.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- HIPAA Business Associate Agreement
- Terms and Conditions Addendum

SAMPLE

Summary Scope of Services

As described in the attached **Scope of Services,** our services will include the following:

City Utilities of Springfield, Missouri
- Audit Services for the year ended September 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services 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. 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(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

The fee for our services will be $[redacted]

Our pricing for this engagement and our fee structure are based upon the expectation that our invoices will be paid promptly. Payment of our invoices is due upon receipt. We will issue progress billings during the course of our engagement.

Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

Our timely completion of services and the fees thereon depends on the assistance you provide us in accumulating information and responding to our inquiries. Inaccuracies or delays in providing this information or the responses may result in additional billings, untimely filings, or inability to meet other deadlines.

- Business acquisitions or combinations
- Substantial doubt about the entity's ability to continue as a going concern
- Violation of covenants in debt arrangements
- Indications of fraudulent financial reporting or misappropriation of assets
- Derivatives accounted for under hedge accounting
- Quantitative impairment analysis of long-lived assets
- More than one major federal award program

If there are changes in circumstances where these or other conditions become known and significant additional time is necessary or additional services are requested, we reserve the right to revise our fees.

Assistance with New Standards

Assistance and additional time as a result of the adoption of the following new standards are not included within our standard engagement fees. These fees will be based on time expended and will vary based on the level of assistance and procedures required.

Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences,* is effective for fiscal years beginning after December 15, 2023. Early application is encouraged.

Statement No. 101 unifies and updates recognition, measurement, and disclosure guidance for compensated absences. Under this Statement, a government is required to record a liability for leave if that leave has been earned, accumulates, and is more likely than not to be used, paid, or otherwise settled. We can assist you with the adoption of this standard by providing services which may include, but are not limited to:

- Assessing your readiness by assisting with the evaluation of your:
  - Current controls and policies
  - Current internal resources and system capabilities
- Assisting with changes required to adopt Statement No. 101, including:
  - Assisting with information gathering by reviewing current leave programs and policies
  - Discussing potential calculation methods
  - Recommending enhancements to existing controls and policies or suggesting new controls and policies to address Statement No. 101
  - Documenting any changes from previous compensated absence calculations methodologies
  - Drafting the required disclosures

The time it will take to perform the above assistance and our additional audit procedures relating to the adoption of the Statement, and any time to assist you with the adoption, may be minimized to the extent your personnel will be available to provide timely and accurate documentation and information as requested by us.

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

SAMPLE

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services**, **HIPAA Business Associate Agreement**, and **Terms and Conditions Addendum**, on behalf of City Utilities of Springfield, Missouri.

BY [redacted]

BY [redacted]

SAMPLE

DATE [redacted]

SAMPLE

Scope of Services – Audit Services

We will audit the financial statements and related disclosures, which collectively comprise the basic financial statements for the following entity:

City Utilities of Springfield, Missouri as of and for the year ended September 30, 2025

The audit has the following broad objectives:

- Obtaining reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error
- Expressing an opinion on the financial statements
- Issuing a report on your internal control over financial reporting and compliance and other matters based on the audit of your financial statements in accordance with *Government Auditing Standards*
- Expressing an opinion on your compliance with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect to each of your major federal award programs in accordance with the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance)
- Issuing a report on your internal control over compliance in accordance with the Uniform Guidance
- Issuing a report on your schedule of expenditures of federal awards

You have informed us that the audited financial statements might be expected to be presented along with management's annual report. Management is responsible for the other information included in the annual report. The other information comprises the annual report but does not include the financial statements and our auditor's report thereon. Our opinion on the financial statements will not cover the other information, and we will not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or whether the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

We will also express an opinion on whether Combining Schedules of Revenues, Expenses and Changes in Net Position and the Schedule of Expenditures of Federal Awards (supplementary information) is fairly stated, in all material respects, in relation to the financial statements as a whole.

We will complete the auditee portion of the Form SF-SAC (Data Collection Form) through the Federal Audit Clearinghouse. We will not make the submission on your behalf. You will review a draft(s) of the submission prior to transmission and agree that you are solely responsible for approving the final draft for transmission as well as for the auditee submission and certification.

We will also provide you with the following nonattest services:

- Printing, formatting, and binding of financial statements and related notes
- Preparation of the data collection form
- The Reporting Solution – license (covered under separate contract)
- The Reporting Solution – implementation assistance and training (covered under separate contract)

You agree to assume all management responsibilities and to oversee the nonattest services we will provide by designating an individual possessing suitable skill, knowledge, and/or experience. You acknowledge that nonattest services are not covered under *Government Auditing Standards*. You are responsible for:

- Making all management decisions and performing all management functions
- Evaluating the adequacy and results of the services performed
- Accepting responsibility for the results of such services

SAMPLE

- Designing, implementing, and maintaining internal controls, including monitoring ongoing activities

Kristen Bright, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report(s) upon completion of our audit(s), addressed to the following parties:

Entity Name	Party Name
City Utilities of Springfield, Missouri	Audit Committee and Board of Public Utilities

You are responsible to distribute our reports to other officials who have legal oversight authority or those responsible for acting on audit findings and recommendations, and to others authorized to receive such reports.

The following apply for the audit services described above:

Our Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (GAAS), the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, and the Uniform Guidance. Those standards require that we plan and perform:

- The audit of the financial statements to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether caused by fraud or error
- The audit of compliance to obtain reasonable rather than absolute assurance about whether the entity(ies) complied with the types of compliance requirements described in the OMB *Compliance Supplement* that could have a direct and material effect on each major federal award program

We will exercise professional judgment and maintain professional skepticism throughout the audit.

We will identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.

We will obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will also conclude, based on audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

We will identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the

SAMPLE

entity's compliance with compliance requirements subject to audit and performing such other procedures as the auditor considers necessary in the circumstances.

We will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that the auditor identified during the audit.

Limitations & Fraud Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit that is planned and conducted in accordance with GAAS will always detect a material misstatement or material noncompliance with federal award programs when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

Our understanding of internal control is not for the purpose of expressing an opinion on the effectiveness of your internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit.

We are available to perform additional procedures with regard to fraud detection and prevention at your request, subject to completion of our normal engagement acceptance procedures. The actual terms and fees of such an engagement would be documented in a separate contract to be signed by you and Forvis Mazars, LLP.

Opinion Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter paragraph or other-matter paragraph(s) to our auditor's report, or if necessary, decline to express an opinion or withdraw from the engagement.

If we discover conditions that may prohibit us from issuing a standard report, we will notify you. In such circumstances, further arrangements may be necessary to continue our engagement.

Your Management and, if applicable, those charged with governance acknowledge

SAMPLE

Responsibilities and understand their responsibility for the accuracy and completeness of all information provided and for the following:

- **Audit Support** – to provide us with:
  - Unrestricted access to persons within the entity or within components of the entity (including management, those charged with governance, and component auditors) from whom we determine it necessary to obtain audit evidence
  - Information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including access to information relevant to disclosures
  - Information about events occurring or facts discovered subsequent to the date of the financial statements, of which management may become aware, that may affect the financial statements
  - Information about any known or suspected fraud affecting the entity involving management, employees with significant role in internal control, and others where fraud could have a material effect on the financials
  - Identification and provision of report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented
  - Additional information that we may request for the purpose of the audit

- **Internal Control and Compliance** – for the:
  - Design, implementation, and maintenance of internal control relevant to compliance with laws and regulations and the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error
  - Alignment of internal control to ensure that appropriate goals and objectives are met; that management and financial information is reliable and properly reported; and that compliance with and identification of the laws, regulations, contracts, grants, or agreements (including any federal award programs) applicable to the entity's activities is achieved
  - Remedy, through timely and appropriate steps, of fraud and noncompliance with provisions of laws, regulations, contracts, or other agreements reported by the auditor
  - Establishment and maintenance of processes to track the status and address findings and recommendations of auditors

- **Accounting and Reporting** – for the: ○ Maintenance of adequate records, selection and application of accounting principles, and the safeguard of assets

SAMPLE

- Adjustment of the financial statements to correct material misstatements and confirmation to us in the representation letter that the effects of any uncorrected misstatements aggregated by us are immaterial, both individually and in the aggregate, to the financial statements taken as a whole
- Preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (or other basis if indicated in the contract) ○ Inclusion of the auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us
- Distribution of audit reports to any necessary parties

The results of our tests of compliance and internal control over financial reporting performed in connection with our audit of the financial statements may not fully meet the reasonable needs of report users. Management is responsible for obtaining audits, examinations, agreed-upon procedures, or other engagements that satisfy relevant legal, regulatory, or contractual requirements to fully meet other reasonable user needs.

Written Confirmations Required

As part of our audit process, we will request from management and, if applicable, those charged with governance written confirmation acknowledging certain responsibilities outlined in this contract and confirming:

- The availability of this information
- Certain representations made during the audit for all periods presented
- The effects of any uncorrected misstatements, if any, resulting from errors or fraud aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole

Peer Review Report

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract, upon request. If you would like a copy, please request from your engagement executive.

Required Supplementary Information

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI) to accompany the basic financial statements. We understand the following RSI will accompany the basic financial statements:

1. Management's Discussion and Analysis (MD&A)
2. Pension information

Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.

Management is responsible for the fair presentation of the RSI. As part of our engagement, we will apply certain limited procedures to the RSI in GAAS. These

SAMPLE

limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

With regard to any supplementary information that we are engaged to report on:

- Management is responsible for its preparation in accordance with applicable criteria
- Management will provide certain written representations regarding the supplementary information at the conclusion of our engagement
- Management will include our report on this supplementary information in any document that contains this supplementary information and indicates we have reported on the supplementary information
- Management will make the supplementary information readily available to intended users if it is not presented with the audited financial statements

Such information is:

- Presented for the purpose of additional analysis of the financial statements
- Not a required part of the financial statements
- The responsibility of management
- Subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the accounting and other records used to prepare the financial statements or the financial statements themselves, and other additional procedures in accordance with GAAS

Other Services

Our Agreement is designed to meet the scope of work as outlined in Contract No. 3527. In addition to the services outlined above, we will also apply agreed-upon procedures with respect to demonstrating our financial assurance with the Financial Test – Alternative 1 as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules for the year ending September 30, 2025. Please refer to the separate engagement letter for those services. The fees for the agreed-upon procedures are included in the Engagement Fees section of this letter.

SAMPLE

HIPAA Business Associate Agreement

This Business Associate Agreement ("BAA") is entered into by and between **Forvis Mazars, LLP** (hereinafter referred to as "Business Associate") and City Utilities of Springfield, Missouri (hereinafter referred to as "Covered Entity").

RECITALS

Business Associate provides services to Covered Entity under this contract (the "Contract"), and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Contract, some of which may constitute Protected Health Information ("PHI").

The purpose of this BAA is to comply with all applicable federal and state laws governing the privacy of PHI. As used herein, the Privacy Rule and the Security Rule are each deemed to include the amendments thereto, collectively referred to as "HIPAA/HITECH Final Omnibus Rule," that are included in the:

- Modifications to the *Health Insurance Portability and Accountability Act of 1996* ("HIPAA") Privacy, Security, Enforcement, and Breach Notification Rules Under the *Health Information Technology for Economic and Clinical Health Act* (the "HITECH Act") and the Genetic Information Nondiscrimination Act
- Other Modifications to the HIPAA Rules
- Final Rule (the "Omnibus Rule"), 78 Fed. Reg. 5565

Notwithstanding the terms of this or any other agreement between Covered Entity and Business Associate, Business Associate shall comply with all of its statutory and regulatory obligations stated under the HIPAA/HITECH Final Omnibus Rule. The terms stated herein shall have the same definitions as provided in HIPAA.

In consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Permitted Uses and Disclosures.** Except as described in the enumerated subparagraphs below, Business Associate shall not use or disclose PHI received from Covered Entity or created on behalf of Covered Entity. Exceptions:

   1.1. As reasonably necessary to provide the services in the Contract;

   1.2. As otherwise permitted or required by this BAA;

   1.3. As required by law; and

   1.4. For the proper management and administration of Business Associate's business and to disclose PHI in connection with such management and administration, and to carry out the legal responsibilities of the Business Associate, provided Business Associate obtains reasonable assurances from the recipient that the PHI shall be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the recipient, and Business Associate requires the recipient to notify it of any instances of which it is aware in which the confidentiality of the PHI has been breached.

2. **Safeguards.** Business Associate shall not use or disclose PHI other than as permitted or required by the BAA or as required by law.

   2.1. Business Associate shall establish and maintain appropriate safeguards and shall comply with the Security Rule with respect to electronic PHI ("ePHI") to prevent the use or disclosure of such ePHI other than as provided for by the Contract including this BAA.

   2.2. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).

3. **Subcontracts.** In accordance with the requirements of the Privacy Rule and the Security Rule, Business Associate shall ensure any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

4. **Obligations of Covered Entity.** Covered Entity shall obtain any consent or authorization that may be required by HIPAA, or applicable state law, prior to furnishing Business Associate with PHI, including ePHI. Covered Entity shall notify Business Associate of:

   4.1. Any limitation(s) in the Covered Entity's notice of privacy practices under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI;

   4.2. Any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI; and

   4.3. Any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

   Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Covered Entity shall provide to Business Associate only the minimum PHI necessary to perform the services set forth in a Contract.

5. **Reporting, Notification, and Mitigation.**

   5.1. Reporting. Business Associate shall notify Covered Entity of any use or disclosure of PHI not provided for by the BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, provided that with respect to Unsuccessful Security Incidents (as

SAMPLE

defined below), Business Associate shall report to Covered Entity any such Unsuccessful Security Incidents that are material to the protection of Covered Entity's PHI. For purposes of this Business Associate Agreement, the

term "Unsuccessful Security Incident" shall mean any security incident that does not result in any unauthorized access, use, disclosure, modification, or destruction of ePHI or any interference with system operations in Business Associate's information system.

5.2. Notification. To assist Covered Entity in fulfilling its responsibility to notify individuals and others of a breach involving Unsecured PHI as required by HIPAA and applicable state law, the notification shall include, to the greatest extent reasonably possible:

i. Each individual whose unsecured PHI was subject to the breach; and

ii. Any other available information Covered Entity is required to include in its legally required notification to individual(s) or others.

5.3. Mitigation. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this BAA.

6. **Term and Termination.**

6.1. Term. The Term of this BAA shall be effective as of the last date signed and shall terminate without any further action of the parties upon the expiration or termination of the Contract or on the date Covered Entity terminates for cause as authorized in paragraph 6.2 of this section, whichever is sooner.

6.2. Termination for Cause. Covered Entity may terminate this BAA if Business Associate has violated a material term of the BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

6.3. Obligations of Business Associate Upon Termination. Upon termination of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

i. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal
responsibilities;

ii. Return to Covered Entity or destroy the remaining PHI that the Business Associate still maintains in any form;

iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;

iv. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to
termination; and

v. Return to Covered Entity or destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

6.4. Survival. The obligations of Business Associate under this section shall survive the termination of this BAA.

7. **Designated Record Set.** To the extent Business Associate maintains PHI in a Designated Record Set, Business Associate shall:

7.1. Make available PHI in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524; and

7.2. Incorporate any amendments or corrections to PHI at the request of Covered Entity in accordance with 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

8. **Accounting of Disclosures.** Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

9. **Access to Records.** Business Associate shall make its internal practices, books, and records available to the Secretary of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

10. **Insurance.** Business Associate shall maintain insurance coverage in form and amount necessary to cover data loss and/or damage or the unauthorized disclosure and/or fraudulent use of data. Upon request, Business Associate shall provide Covered Entity with a certificate of insurance evidencing the coverage.

11. **Privilege.** No statutory or common law privilege, including privileges established or recognized by the attorney-client, accountant-client, or other legal privilege, shall be deemed to have been waived by virtue of this BAA.

12. **No Third-Party Beneficiaries.** Nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this BAA.

13. **Integration.** Any reference in this Agreement to a section of the

SAMPLE

HIPAA/HITECH Final Omnibus Rule, and applicable regulations, means the section as in effect as amended and for which compliance is required.

14. **General.** This BAA is governed by, and shall be construed in accordance with, the laws of the State of Texas. If any part of a provision of this BAA is found illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this BAA shall not be affected. This BAA may be modified, or any rights under it waived, only by a written document executed by the authorized representatives of both parties.

Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from Your knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially

SAMPLE

determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

8. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

9. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Missouri, without regard to its conflict of laws principles.

10. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. 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.

RECORDS, WORKPAPERS, DELIVERABLES, & PROPRIETARY INFORMATION

14. **Maintenance of Records.** You agree to assume full responsibility for maintaining Your original data and records and that Forvis Mazars has no responsibility to maintain this information. You agree You will not rely on Forvis Mazars 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 Forvis Mazars' servers, *i.e.*, Forvis Mazars portals used to exchange information, can be terminated at any time and You will not rely on using this to host Your data and records.

15. **Forvis Mazars Workpapers.** Our workpapers and documentation retained in any form of media for this engagement are the property of Forvis Mazars. We can be compelled to provide information under legal process. In addition, We may be requested by regulatory or enforcement bodies (including any State Board) to make certain workpapers available to them pursuant to authority granted by law or regulation. Unless We are prohibited from doing so by law or regulation, Forvis Mazars will inform You of any such legal process or request. You agree We have no legal responsibility to You in the event We determine We are obligated to provide such documents or information.

16. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us 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.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

17. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

18. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not

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apply to the extent necessary only to avoid such prohibition or impairment.

19. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

20. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

21. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives. You recognize that We have no responsibility to review information contained in electronic sites.

23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

25. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

26. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners,

SAMPLE

employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

28. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

29. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

30. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

31. **Force Majeure.** Neither party shall be held responsible for any failure to fulfill its obligations if such failure was caused by circumstances beyond its control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews. The affected party must notify the other party as soon as reasonably feasible and take all reasonable steps to mitigate the impact. If the force majeure event continues for more than 90 days, either party may terminate the agreement upon written notice.

SAMPLE

Forvis Mazars, LLP
910 E. St. Louis Street
Springfield, MO 65806
P 417.865.8701 | F 417.865.0682
forvismazars.us

June 25, 2025

City Utilities of Springfield, Missouri
Audit Committee and Board of Public Utilities
301 East Central
Springfield, MO 65802

We appreciate your selection of **Forvis Mazars, LLP** as your service provider and are pleased to confirm the arrangements of our engagement in this contract. Within the requirements of our professional standards and any duties owed to the public, regulatory, or other authorities, our goal is to provide you an **Unmatched Client Experience**®.

In addition to the terms set forth in this contract, including the detailed **Scope of Services**, our engagement is governed by the following, incorporated fully by this reference:

- Terms and Conditions Addendum

Summary Scope of Services

As described in the attached **Scope of Services**, our services will include the following:

City Utilities of Springfield, Missouri
- Agreed-Upon Procedure Services for the year ended September 30, 2025

You agree to assume full responsibility for the substantive outcomes of the contracted services 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. 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(s) to be responsible and accountable for overseeing the performance of nonattest services, and you have determined this individual is qualified to conduct such oversight.

Engagement Fees

Our fees for our services are included with the separate engagement letter for the audit services for City Utilities of Springfield, Missouri.

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Forvis Mazars, LLP is an independent member of Forvis Mazars Global Limited

Contract Agreement

Please sign and return this contract to indicate your acknowledgment of, and agreement with, the arrangements for our services including our respective responsibilities.

Forvis Mazars, LLP

Forvis Mazars, LLP

Acknowledged and agreed to as it relates to the entire contract, including the **Scope of Services** and **Terms and Conditions Addendum**, on behalf of City Utilities of Springfield, Missouri.

BY [redacted] _____ BY [redacted]

[redacted]

SAMPLE

DATE [redacted]

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Scope of Services – Agreed-Upon Procedure Services

We will apply the procedures enumerated in the attachment to this contract with respect to demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules of City Utilities of Springfield Missouri as of and for the year ended September 30, 2025. City Utilities of Springfield, Missouri (City Utilities) is responsible for the identified subject matter listed above.

City Utilities has agreed to these procedures and acknowledged that the procedures to be performed are appropriate for the intended purpose of demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules for the year ended September 31, 2025. Our responsibility is to carry out these procedures and report on our findings. It is understood that we make no representation regarding the appropriateness of these procedures for the purpose for which this report has been requested or for any other purpose. The procedures we will perform may not address all the items of interest to a user of our report and may not meet the needs of all users of our report and, as such, users are responsible for determining whether the procedures performed are appropriate for their purposes. We understand the engagement is required in accordance with the Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules.

Our engagement to perform agreed-upon procedures is not designed to constitute an examination or a review of the subject matter, the objective of which is the expression of an opinion or conclusion, respectively, on the subject matter. Accordingly, the report will not express an opinion or a conclusion on demonstrating our financial assurance with the Financial Test – Alternative I as specified in 10 CSR 802.030(4)(D)6 of Missouri Solid Waste Management Rules. If additional procedures were to be performed, other matters might have come to our attention. In addition, we have no obligation to perform any procedures beyond those listed in the attachment to this letter.

Kristen Bright, partner, is responsible for supervising the engagement and authorizing the signing of the report or reports.

We will issue a written report upon completion of our engagement that summarizes the procedures performed, and the results of those procedures as compared to Financial Test – Alternative I as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules. If we encounter restrictions in performing our procedures, we will discuss the matter with you. If we determine the restrictions are appropriate, we will disclose the restrictions in our report. Our report will contain a paragraph indicating that had we performed additional procedures, other matters might have come to our attention that would have been reported to you. The written report and related procedures we will perform are for the intended use of:

Entity Name	Party Name
City Utilities of Springfield, Missouri	Audit Committee and Board of Public Utilities

Our report will be intended for use by and restricted to the use of the specified parties and our report will contain such restricted use language.

The following apply for the agreed-upon procedure services described above:

Our We will conduct our agreed-upon procedures engagement in accordance with **Responsibilities** attestation standards established by the American Institute of Certified Public Accountants.

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Limitations & Fraud

Our engagement will not include a detailed examination of all transactions and cannot be relied upon to disclose misstatements that might exist due to error, fraud, or illegal acts. Should we encounter known or suspected fraud or noncompliance with laws or regulations, we will follow the AICPA Code of Professional Conduct and applicable law to evaluate appropriate communication, if any, to the responsible parties and/or engaging parties.

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, owners, or third parties.

Report

If, for any reason, we are unable to complete our procedures, we may decline to issue a report as a result of this engagement.

Management Responsibilities

The management of City Utilities of Springfield, Missouri is responsible for the following:

- Proper recording of transactions and preparation of financial statements
- Establishing and maintaining effective internal control over financial reporting Setting the proper tone
- Creating and maintaining a culture of honesty and high ethical standards
- Establishing appropriate controls to prevent, deter, and detect fraud and illegal acts
- Identifying and ensuring compliance with laws and regulations applicable to its activities
- Establishing and maintaining effective internal control over compliance
- Implementing and monitoring controls

To facilitate our engagement, management of City Utilities of Springfield, Missouri is responsible for supplying us with all necessary information and for allowing us access to personnel to assist in performing our services. It should be understood that management is responsible for the accuracy and completeness of these items and for the subject matter.

Written Representations

At the conclusion of our engagement, we will request certain written representations from you that, among other things, will confirm your responsibility for compliance with financial assurance as specified in 10 CSR 80-2.030(4)(D)6 of Missouri Solid Waste Management Rules.

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Forvis Mazars, LLP Terms and Conditions Addendum

GENERAL

1. **Overview.** This addendum describes **Forvis Mazars, LLP's** standard terms and conditions ("Terms and Conditions") applicable to Our provision of services to the Client ("You"). The Terms and Conditions are a part of the contract between You and Forvis Mazars, LLP. For the purposes of the Terms and Conditions, any reference to "Firm," "We," "Us," or "Our" is a reference to Forvis Mazars, LLP ("Forvis Mazars"), and any reference to "You" or "Your" is a reference to the party or parties that have engaged Us to provide services and the party or parties ultimately responsible for payment of Our fees and costs.

BILLING, PAYMENT, & TERMINATION

2. **Billing and Payment Terms.** We will bill You for Our professional fees and costs as outlined in Our contract. Unless otherwise provided in Our contract, payment is due upon receipt of Our billing statement. Interest will be charged on any unpaid balance after 30 days at the rate of 10 percent per annum, or as allowed by law at the earliest date thereafter, and highest applicable rate if less than 10 percent. All fees, charges, and other amounts payable to Forvis Mazars hereunder do not include any sales, use, excise, value-added, or other applicable taxes, tariffs, or duties, payment of which shall be Your sole responsibility, and do not include any applicable taxes based on Forvis Mazars' net income or taxes arising from the employment or independent contractor relationship between Forvis Mazars and Forvis Mazars' personnel.

   We reserve the right to suspend or terminate Our work for this engagement or any other engagement for nonpayment of fees. If Our work is suspended or terminated, You agree that We will not be responsible for Your failure to meet governmental and other deadlines, for any penalties or interest that may be assessed against You resulting from Your failure to meet such deadlines, and for any other damages (including but not limited to consequential, indirect, lost profits, or punitive damages) incurred as a result of the suspension or termination of Our services.

   Our fees may increase if Our duties or responsibilities are increased by rulemaking of any regulatory body or any additional new accounting or auditing standards. Our engagement fees do not include any time for post-engagement consultation with Your personnel or third parties, consent letters and related procedures for the use of Our reports in offering documents, inquiries from regulators, or testimony or deposition regarding any subpoena. Charges for such services will be billed separately.

3. **Billing Records.** If these services are determined to be within the scope and authority of Section 1861(v)(1)(I) of the Social Security Act, We agree to make available to the Secretary of Health and Human Services, or to the U.S. Comptroller General, or any of their duly authorized representatives, such of Our books, documents, and records that are necessary to certify the nature and extent of Our services, until the expiration of four (4) years after the furnishing of these services. This contract allows access to contracts of a similar nature between subcontractors and related organizations of the subcontractor, and to their books, documents, and records.

4. **Termination.** Either party may terminate these services in good faith at any time for any reason, including Your failure to comply with the terms of Our contract or as We determine professional standards require. Both parties must agree, in writing, to any future modifications or extensions. If services are terminated, You agree to pay Forvis Mazars for time expended to date. In addition, You will be billed costs and fees for services from other professionals, if any, as well as an administrative fee of five (5) percent to cover certain technology and administrative costs associated with Our services. Unless terminated sooner in accordance with its terms, this engagement shall terminate upon the completion of Forvis Mazars' services hereunder.

DISPUTES & DISCLAIMERS

5. **Mediation.** Any dispute arising out of or related to this engagement will, prior to resorting to litigation, be submitted for nonbinding mediation upon written request by either party. Both parties agree to try in good faith to settle the dispute in mediation. The mediator will be selected by agreement of the parties. The mediation proceeding shall be confidential. Each party will bear its own costs in the mediation, but the fees and expenses of the mediator will be shared equally.

6. **Indemnification.** Unless disallowed by law or applicable professional standards, You agree to hold Forvis Mazars harmless from any and all claims which arise from Your knowing misrepresentations to Forvis Mazars, or the intentional withholding or concealment of information from Forvis Mazars by Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. You also agree to indemnify Forvis Mazars for any claims made against Forvis Mazars by third parties, which arise from any wrongful actions of Your management or any partner, principal, shareholder, officer, director, member, employee, agent, or assign of Yours. The provisions of this paragraph shall apply regardless of the nature of the claim.

7. **Limitation of Liability.** You agree that Forvis Mazars' liability, if any, arising out of or related to this contract and the services provided hereunder, shall be limited to the amount of the fees paid by You for services rendered under this contract. This limitation shall not apply to the extent it is finally, judicially determined that the liability resulted from the intentional or willful misconduct of Forvis Mazars or if enforcement of this provision is disallowed by applicable law or professional standards.

8. **Waiver of Certain Damages.** In no event shall Forvis Mazars be liable to You or a third party for any indirect, special, consequential, punitive, or exemplary damages, including but not limited to lost profits, loss of revenue, interruption, loss of use, damage to goodwill or reputation, regardless of whether You were advised of the possibility of such damages, regardless of whether such damages were reasonably foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise.

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9. **Choice of Law.** You acknowledge and agree that any dispute arising out of or related to this contract shall be governed by the laws of the State of Missouri, without regard to its conflict of laws principles.

10. **WAIVER OF JURY TRIAL. THE PARTIES HEREBY AGREE NOT TO ELECT A TRIAL BY JURY OF ANY ISSUE TRIABLE OF RIGHT BY JURY, AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH REGARD TO THIS AGREEMENT, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING IN CONNECTION THEREWITH. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS GIVEN KNOWINGLY AND VOLUNTARILY BY THE PARTIES, AND IS INTENDED TO ENCOMPASS INDIVIDUALLY EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A TRIAL BY JURY WOULD OTHERWISE ACCRUE.**

11. **Severability.** In the event that any term or provision of this agreement shall be held to be invalid, void, or unenforceable, then the remainder of this agreement shall not be affected, and each such term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.

12. **Assignment.** You acknowledge and agree that the terms and conditions of this contract shall be binding upon and inure to the parties' successors and assigns, subject to applicable laws and regulations.

13. **Disclaimer of Legal or Investment Advice.** Our services do not constitute legal or investment advice. 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.

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16. **Use of Deliverables and Drafts.** You agree You will not modify any deliverables or drafts prepared by Us 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.

    Our report on any financial statements must be associated only with the financial statements that were the subject of Our engagement. You may make copies of Our report, but only if the entire financial statements (exactly as attached to Our report, including related footnotes) and any supplementary information, as appropriate, are reproduced and distributed with Our report. You agree not to reproduce or associate Our report with any other financial statements, or portions thereof, that are not the subject of Our engagement.

17. **Proprietary Information.** You acknowledge that proprietary information, documents, materials, management techniques, and other intellectual property are a material source of the services We perform and were developed prior to Our association with You. Any new forms, software, documents, or intellectual property We develop during this engagement for Your use shall belong to Us, and You shall have the limited right to use them solely within Your business. All reports, templates, manuals, forms, checklists, questionnaires, letters, agreements, and other documents which We make available to You are confidential and proprietary to Us. Neither You, nor any of Your agents, will copy, electronically store, reproduce, or make any such documents available to anyone other than Your personnel. This provision will apply to all materials whether in digital, "hard copy" format, or other medium.

REGULATORY

18. **U.S. Securities and Exchange Commission ("SEC") and other Regulatory Bodies.** Where We are providing services either for (a) an entity that is registered with the SEC, (b) an affiliate of such registrant, or (c) an entity or affiliate that is subject to rules, regulations, or standards beyond those of the American Institute of Certified Public Accountants ("AICPA"), any term of this contract that would be prohibited by or impair Our independence under applicable law or regulation shall not apply to the extent necessary only to avoid such prohibition or impairment.

19. **Offering Document.** You may wish to include Our report(s) on financial statements in an exempt offering document. You agree that any report, including any auditor's report, or reference to Our firm, will not be included in any such offering document without notifying Us. Any agreement to perform work in connection with an exempt offering document, including providing agreement for the use of the auditor's report in the exempt offering document, will be a separate engagement.

    Any exempt offering document issued by You with which We are not involved will clearly indicate that We are not involved by including a disclosure such as, "Forvis Mazars, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Forvis Mazars, LLP also has not performed any procedures relating to this offering document."

SAMPLE

20. **Forvis Mazars Not a Municipal Advisor.** Forvis Mazars is not acting as Your municipal advisor under Section 15B of the *Securities Exchange Act of 1934*, as amended. As such, Forvis Mazars is not recommending any action to You and does not owe You a fiduciary duty with respect to any information or communications regarding municipal financial products or the issuance of municipal securities. You should discuss such matters with internal or external advisors and experts You deem appropriate before acting on any such information or material provided by Forvis Mazars.

21. **Forvis Mazars Not a Fiduciary.** In providing Our attest services, We are required by law and our professional standards to maintain our independence from You. We take this mandate very seriously and thus guard against impermissible relationships which may impair the very independence which You and the users of Our report require. As such, You should not place upon Us special confidence that in the performance of Our attest services We will act solely in Your interest. Therefore, You acknowledge and agree We are not in a fiduciary relationship with You and We have no fiduciary responsibilities to You in the performance of Our services described herein.

TECHNOLOGY

22. **Electronic Sites.** You agree to notify Us if You desire to place Our report(s), including any reports on Your financial statements, along with other information, such as a report by management or those charged with governance on operations, financial summaries or highlights, financial ratios, etc., on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives. You recognize that We have no responsibility to review information contained in electronic sites.

23. **Electronic Signatures and Counterparts.** This contract and other documents to be delivered pursuant to this contract may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this contract are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this contract or any other document contemplated hereby, bearing an original manual or electronic signature by facsimile transmission (including a facsimile delivered via the internet), by electronic mail in "portable document format" (".pdf") or similar format intended to preserve the original graphic and pictorial appearance of a document, or through the use of electronic signature software, will have the same effect as physical delivery of the paper document bearing an original signature.

24. **Electronic Data Communication and Storage.** In the interest of facilitating Our services to You, We may send data over the internet, temporarily store electronic data via computer software applications hosted remotely on the internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, We employ measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with Our obligations under applicable laws, regulations, and professional standards.

    You recognize and accept that We have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of these electronic devices and applications during this engagement.

OTHER MATTERS

25. **Cooperation.** You agree to cooperate with Forvis Mazars in the performance of Forvis Mazars' services to You, including the provision to Forvis Mazars of reasonable facilities and timely access to Your data, information, and personnel. You shall be responsible for the performance of Your employees and agents.

26. **Third-Party Service Providers.** Forvis Mazars may from time to time utilize third-party service providers, including but not limited to domestic software processors or legal counsel, or disclose confidential information about You to third-party service providers in serving Your account. Forvis Mazars maintains, however, internal policies, procedures, and safeguards to protect the confidentiality and security of Your information. In addition, Forvis Mazars will secure confidentiality agreements with all service providers to maintain the confidentiality of Your information. If We are unable to secure an appropriate confidentiality agreement, You will be asked to consent prior to Forvis Mazars sharing Your confidential information with the third-party service provider.

27. **Independent Contractor.** When providing services to You, We will be functioning as an independent contractor; and in no event will We or any of Our employees be an officer of You, nor will Our relationship be that of joint venturers, partners, employer and employee, principal and agent, or any similar relationship giving rise to a fiduciary duty to You. Decisions regarding management of Your business remain the responsibility of Your personnel at all times. Neither You nor Forvis Mazars shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.

28. **Use of Forvis Mazars Name.** Any time You intend to reference Forvis Mazars' firm name in any manner in any published materials, including on an electronic site accessible to individuals who are not Your employees, officers, agents, or representatives, You agree to provide Us with draft materials for review and approval before publishing or posting such information.

29. **Network.** Forvis Mazars, LLP is a Delaware limited liability partnership and an independent member of Forvis Mazars Global Ltd., a leading global professional services network. Forvis Mazars Global Ltd. is a United Kingdom company limited by guarantee and does not provide any services to clients.

SAMPLE

30. **Entire Agreement.** The contract, including this Terms and Conditions Addendum and any other attachments or addenda, encompasses the entire agreement between You and Forvis Mazars and supersedes all previous understandings and agreements between the parties, whether oral or written. Any modification to the terms of this contract must be made in writing and signed by both You and Forvis Mazars.

31. **Force Majeure.** Neither party shall be held responsible for any failure to fulfill its obligations if such failure was caused by circumstances beyond its control, including, without limitation, fire or other casualty, act of God, act of terrorism, strike or labor dispute, war or other violence, explosion, flood or other natural catastrophe, epidemic or pandemic, or any law, order, or requirement of any governmental agency or authority affecting either party, including without limitation orders incident to any such epidemic or pandemic, lockdown orders, stay-at-home orders, and curfews. The affected party must notify the other party as soon as reasonably feasible and take all reasonable steps to mitigate the impact. If the force majeure event continues for more than 90 days, either party may terminate the agreement upon written notice.

SAMPLE

Attachment

1. Read the letter from your Associate General Manager-Finance/CFO to the Missouri Department of Natural Resources and compare the data therein that are specified as having been derived from the audited basic financial statements as of and for the year ended September 30, 2025 with corresponding amounts in those basic financial statements and determine if they are in agreement.
2. Compare the amount disclosed as total liabilities on line 2 of the Alternative I table to total liabilities from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
3. Compare the amount disclosed as tangible net worth on line 3 of the Alternative I table to the net position disclosed in the September 30, 2025 audited basic financial statements less amounts for water rights, easements, and internally developed software and determine if they are in agreement. Compare the amounts for water rights, easements, and internally developed software and compare to general ledger queries and determine if they are in agreement.
4. Compare the amount disclosed as net worth on line 4 of the Alternative I table to net position from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
5. Compare the amount disclosed as current assets on line 5 of the Alternative I table to current assets from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
6. Compare the amount disclosed as current liabilities on line 6 of the Alternative I table to current liabilities from the September 30, 2025 audited basic financial statements and determine if they are in agreement.
7. Recalculate the amount disclosed as the sum of net income plus depreciation, depletion, and amortization by agreeing the amounts disclosed by City Utilities as change in net position, depreciation, and amortization and auto depreciation included in vehicle expense to the corresponding amounts in the September 30, 2025 audited basic financial statements and compare the result of our calculation to that reported on line 7 of the Alternative I table and determined if they are in agreement.

SAMPLE

AICPA Peer Review Letter

AICPA

National Peer
Review Committee

December 07, 2023

Thomas Watson
FORVIS, LLP
910 E Saint Louis St Ste 200
Springfield, MO 65801

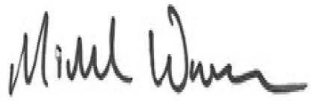
Dear Thomas Watson:

It is my pleasure to notify you that on December 07, 2023, the National Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is November 30, 2026. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,



Michael Wagner
Chair, National PRC

+1.919.402.4502

cc: Candace Wright, Bryan Bodnar

Firm Number: 900010002800 Review Number: 603263

220 Leigh Farm Road, Durham, NC 27707-8110
T: +1.919.402.4502 F: +1.919.419.4713
aicpaglobal.com | cimaglobal.com | aicpa.org | cima.org

FORVIS, LLP (now Forvis Mazars, LLP) Peer Review Report

EisnerAmper

EisnerAmper LLP
8550 United Plaza Blvd.
Suite 1001
Baton Rouge, LA 70809
T 225.922.4600
F 225.922.4611
www.eisneramper.com

Report on the Firm's System of Quality Control

November 30, 2023

To the Partners of FORVIS, LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of FORVIS, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; and examinations of service organizations (SOC 1 and SOC 2 engagements).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

"EisnerAmper" is the brand name under which EisnerAmper LLP and Eisner Advisory Group LLC and its subsidiary entities provide professional services. EisnerAmper LLP and Eisner Advisory Group LLC are independently owned firms that practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations and professional standards. EisnerAmper LLP is a licensed CPA firm that provides attest services, and Eisner Advisory Group LLC and its subsidiary entities provide tax and business consulting services. Eisner Advisory Group LLC and its subsidiary entities are not licensed CPA firms.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of FORVIS, LLP applicable to engagements not subject to PCAOB permanent inspection, in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. FORVIS, LLP has received a peer review rating of *pass*.

EisnerAmper LLP

EISNERAMPER LLP
Baton Rouge, Louisiana

EISNERAMPER LLP

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Offer & Schedule of Professional Fees for

City Utilities of Springfield, Missouri

RFP 83296 – Professional Auditing Services

April 21, 2026

Primary Contact
Kristen Bright, CPA, Partner
910 East St. Louis Street, Suite 200
Springfield, MO 65806
Phone: 417.865.8701

Submitted by Forvis Mazars, LLP

forvis mazars

3.1 Total All-inclusive Maximum Price for Professional Fees (Appendix A, Parts 1, 2, and 3).

3.1.1 The Offer and Schedule of Professional Fees shall contain all pricing information relative to performing the audit engagement as described in this Request for Proposal. The total, all-inclusive maximum price to be bid is to contain all direct and indirect costs excluding transportation, food and lodging expenses.

3.1.2 City Utilities will not be responsible for expenses incurred in preparing and submitting the response to the Request for Proposal. Such costs shall not be included in the proposal.

3.1.3 The proposal should also include a certification that the person signing the proposal is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

As a partner of the firm, Kristen Bright is entitled to represent the firm, empowered to submit the bid and authorized to sign a contract with City Utilities.

3.2 Preparation of the Offer and Schedule of Professional Fees and Expenses

3.2.1 The Offer and Schedule of Professional Fees shall be presented in the format provided in Appendix A, Parts 1 and 2, to support the total all-inclusive maximum price for the September 30 audit of the Total Company. The Offer and Schedule of Professional Fees shall include: rates by partner, manager, senior and other staff, and hours anticipated for each.

3.2.2 Total All-inclusive Maximum Price for the Future Engagements

An Offer and Schedule of Professional Fees, presented in the format provided in Appendix A, Part 5, shall be submitted and shall include the total all-inclusive maximum price for subsequent years' engagements, should City Utilities exercise this option, for fiscal years 2027 through 2030.

3.2.3 Total All-inclusive Maximum Price for Expenses

An Offer and Schedule of Expenses, presented in the format provided in Appendix A, Part 4, shall be submitted for the September 30 audit of the Total Company. It shall include the total all-inclusive maximum price for current and subsequent years' expenses, should City Utilities exercise this option, for fiscal years 2027 through 2030. The amount bid for the not-to-exceed for expenses will also be used in the evaluation of the proposals.

Please see the following pages for Appendix A, Parts 1, 2, 3, and 4.

APPENDIX A

APPENDIX A PART 1

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FISCAL YEAR ENDING SEPTEMBER 30, 2026

	ESTIMATED HOURS	STANDARD HOURLY RATES	QUOTED HOURLY RATES	TOTAL
Partners	80.00	$660	$365.08	$29,206.40
Managers	237.25	$345	$165.42	$39,245.89
Seniors	99.50	$290	$145.46	$14,473.27
Other supervisory Staff	11.25	$215	$94.14	$1,059.08
Staff	171.50	$250	$125.50	$21,523.25
Other (specify): Managing Director/ Director/Senior Manager	15.00	$525	$299.48	$4,492.20

Total, all-inclusive maximum price for audit services (excluding expenses) for the fiscal year ending 9/30/2026 $110,000

Note: The Quoted Hourly Rates shall not be presented as a general percentage of the Standard Hourly Rate or as a gross deduction from the total, all-inclusive maximum price.

APPENDIX A PART 2

OFFER AND SCHEDULE OF FEES FOR PROFESSIONAL AUDIT SERVICES FOR FUTURE FISCAL YEARS

The undersigned has thoroughly examined the Request for Proposal, including Appendices, and therefore submits the following offer to provide services in strict accordance with the terms and conditions contained in the Request for Proposal.

Fiscal Year Ending 9/30/26 (Year 1)	$110,000
Fiscal Year Ending 9/30/27 (Year 2)	$113,300
Fiscal Year Ending 9/30/28 (Year 3)	$117,000
Fiscal Year Ending 9/30/29 (Year 4)	$120,510
Fiscal Year Ending 9/30/30 (Year 5)	$124,125

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027 3 percent of the 2026 Quoted Hourly Rates

2028 3 percent of the 2027 Quoted Hourly Rates

2029 3 percent of the 2028 Quoted Hourly Rates

2030 3 percent of the 2029 Quoted Hourly Rates

City Utilities will require justification for any renewal increases.

Note: The hourly rates submitted on the progress payments for the above time periods will increase at a rate equal to or less than the percentage increase for the total, all-inclusive maximum price for each contract year. The hourly rates for these time periods, when multiplied by the hours worked, shall not exceed the total, all-inclusive maximum price for that contract year.

APPENDIX A PART 3

OFFER AND SCHEDULE OF ALL-INCLUSIVE MAXIMUM PRICE FOR EXPENSES RELATED TO WORK BID UNDER APPENDIX A, PARTS 1 AND 2

EXPENSES

During the course of the project, City Utilities shall reimburse for all reasonable travel and living expenses as per City Utilities Contractor Travel Reimbursement Guidelines (Rev 10-2019), Part Seven - Appendix C and approved by City Utilities' project manager **up to the amount bid for not to exceed pricing noted below**. "Reasonable travel and living expenses" shall not exceed $220 per day per person (excluding airfare). Reimbursable airline travel shall be coach class, taking advantage of all applicable discounts, if any, and scheduled fourteen (14) days in advance Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates.

Receipts or verification of all transportation, lodging and other applicable expenses **excluding meals** must be provided with each billing. Receipts or verification of **meal charges** may be requested for the respective billing if the average daily meal charges for on-site person-days **exceeds $60 per day.**

The not-to-exceed for bid amount expenses will be used in the evaluation of the proposals.

All transportation, lodging, meals and other expenses **shall not exceed:**

$0	Year 1 of Contract	Fiscal Year Ending September 30, 2026
$0	Year 2 Contract Renewal	Fiscal Year Ending September 30, 2027
$0	Year 3 Contract Renewal	Fiscal Year Ending September 30, 2028
$0	Year 4 Contract Renewal	Fiscal Year Ending September 30, 2029
$0	Year 5 Contract Renewal	Fiscal Year Ending September 30, 2030

APPENDIX A PART 4

OFFER AND SCHEDULE OF FEES FOR ADDITIONAL PROFESSIONAL SERVICES, IF REQUESTED BY CITY UTILITIES

	2026 STANDARD HOURLY RATES	2026 QUOTED HOURLY RATES
Partners	$660	$480
Managers	$345	$295
Seniors	$290	$245
Other supervisory staff	$250	$195
Staff	$215	$165
Tax	$590	$460
Information Technology	$515	$425
Other (specify): Managing Director/Director/ Senior Manager	$525	$435

The Auditor agrees not to increase the Quoted Hourly Rates for additional services as specified above by more than the following percentages:

2027 3 percent of the 2026 Quoted Hourly Rate

2028 3 percent of the 2027 Quoted Hourly Rate

2029 3 percent of the 2028 Quoted Hourly Rate

2030 3 percent of the 2029 Quoted Hourly Rate

City Utilities will require justification for any renewal increases.

Note: Reimbursement for expenses will be established in the contract for additional services, if required.

3.2.4 Additional Professional Services

City Utilities may request the Auditor to render additional services under a separate contract when such additional work does not create a conflict of interest or is not prohibited by the policy of the contracting firm. Firms submitting proposals are asked to describe or provide a copy of the firm's policy for providing consulting services to audit clients. Such additional work not covered in this RFP document shall be performed as set forth in a separate contract between City Utilities and the Auditor. Fees for any such additional work shall not exceed those rates set forth in the Offer and Schedule of Professional Fees, Appendix A, unless otherwise agreed to in writing between City Utilities and the Auditor. Any changes to this contract for Additional Professional Services must be agreed to in writing between City Utilities and the Auditor.

Forvis Mazars believes that developing an ongoing working relationship will enhance the cost/benefit of the services we will provide. We anticipate City Utilities will contact us to discuss new or significant issues, and we encourage this open dialogue. We consider these routine consultations to be included in the scope of our fees. If these discussions evolve into broader projects or research that requires additional work on our part, we will provide you with an estimated fee for your review and approval prior to commencing work.

In addition, as your organization continues to grow and scale, we anticipate the scope of services may change. Further, new accounting pronouncements and/or regulation may require additional consulting and assistance related to proper accounting treatment, etc. With this in mind, we anticipate the possibility of changes to scope that are unknown at this time. Our current fee anticipates one major program tested in the Uniform Guidance audit. Our approach to serving City Utilities will involve ongoing, proactive communication regarding our overall engagement, including potential scope changes. When scope changes are identified, we will communicate directly with management to discuss the need and the resulting impact to our fees for your review and approval prior to commencing work.

3.2.5 Auditors Guarantees and Warranties The Auditor shall include guarantees and warranties as set forth in Appendix A, Parts 5 and 6.

Please see the following pages.

APPENDIX A PART 5

AUDITOR GUARANTEES

1.0 The Auditor certifies it can and shall provide, at a minimum, all services set forth in Part Two – Scope of Work.

2.0 The Auditor has read Appendix B, Special Provisions, and agrees that the rights and prerogatives as detailed in that appendix are retained by City Utilities as appropriate.

APPENDIX A PART 6

AUDITOR WARRANTIES

1.0 Auditor warrants that it is willing and able to comply with State of Missouri laws with respect to foreign (non-state of Missouri) corporations.

2.0 Auditor warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts or omissions of any officers, employees or agents thereof.

3.0 Auditor warrants that it shall not delegate or subcontract its responsibilities under an agreement without the express prior written permission of City Utilities.

4.0 Auditor warrants that all information provided by it in connection with this proposal is true and accurate.

APPENDIX A PART 7

Suggested 2026 Audit Schedule
Summary of Key Dates FYE September 2026

Proposed

July - September, 2026	Interim
October 16, 2026	Confirmations completed by CU
October 23, 2026	PBC's completed by CU
November 2 - 20, 2026	Audit Field Work (3 weeks of 4 week window)

	(November 11th – Holiday)
November 30, 2026	Draft of audit report to Audit Firm for review
December 7, 2026	Audit Firm changes & comments of draft to CU
December 14, 2026	CU changes & comments to Audit Firm
December 18, 2026	Audit Firm Independent Partner comments due to CU
January 4, 2027	Final CU changes and final draft due to Audit Firm
January 15, 2027	Final PDF copies received by CU
January 26, 2027	Audit Committee Meeting 3:30 p.m. (Board schedule for 2027 finalized in December)
January 28, 2027	Board Meeting (3:00 p.m.)

3.3 Manner of Payments

3.3.1 Progress payments must include hours of work completed by classification of staff during the course of the engagement in accordance with the firm's quoted hourly rates included in the bid proposal. Receipts or verification of transportation, lodging and other applicable expenses excluding meals shall be required. Reimbursement for ground transportation will be based on actual mileage times the current IRS mileage rates. Receipts or verification of meal charges may be requested for the respective billing if the average daily meal charge for on-site person-days exceeds $60 per day. Interim billings shall cover a period of not less than a calendar month. Total payments will not exceed the total all-inclusive maximum price bid for Professional Fees and Expenses.

3.3.2 Payments shall be made to Auditor within 30 days following receipt of proper invoice by City Utilities.

3.3.3 Final payment shall be made only after satisfactory completion and delivery of all reports included in this Request for Proposal.

Forvis Mazars acknowledges these statements.

Proposed Fees

Your Investment

Cost may not be the sole deciding factor for City Utilities of Springfield, Missouri (City Utilities), but we understand it can certainly become a relevant measure when comparing firms. When you select Forvis Mazars, you aren't just paying for professional services. You're investing in a long-term working relationship with a trusted advisor committed to providing year-round, quantifiable value. While the deliverables you receive from any firm may look the same, we are convinced Forvis Mazars can offer you the Unmatched Client Experience that you seek.

The estimated fees are based on our review of existing information and the time, skill, and resources required to deliver the defined scope of services. Forvis Mazars welcomes a collaborative dialogue regarding the defined scope of services to help us align with City Utilities, regarding how we will execute this engagement.

Our goal is to be candid, timely, answer your questions about fees upfront, and avoid fee surprises. We determine our fees by evaluating a number of variables: the complexity of the work, the project's scope, the time we will spend, and the level of professional staff needed. Included in our quoted fees are travel costs and an administrative fee of 5%. This fee covers items such as copies, postage and other delivery charges, supplies, technology-related costs, such as computer processing, software licensing, research and library databases, and similar expense items.

Our fees may increase if our duties or responsibilities change because of new rules, regulations, and accounting or auditing standards. We will consult with you should this happen.

Our acceptance of this engagement is subject to completion of our normal client acceptance procedures. Upon acceptance, the actual terms of our engagement will be documented in a separate letter to be signed by you and us. The information provided in this proposal is intended for informational purposes only and may not be copied, used, or modified, in whole or in part, without Forvis Mazars prior written approval. Most statistical information in this proposal is as of May 31, 2025, unless otherwise noted.

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EXHIBIT B

Clarifications and Exceptions

EXHIBIT B

Agreement for RFP 83296 – Professional Auditing Services

SECTION A

Forvis/Mazars, LLP Terms and Conditions Addendum to be negotiated and included with final agreement.

SECTION B

Finalized engagement letter

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-168 (CARROLL)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

PURPOSE:

Amending the City's Fiscal Year 2025-2026 operating budget in the General Fund by increasing both revenue and expenses in the amount of $438,503.95

BACKGROUND INFORMATION:

During the fiscal year, various events occurred resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, and reimbursements for various City services. Each revenue adjustment has a corresponding increase in expense. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2025-2026 ended on June 30, 2026, the books remain open for year-end entries. The Fiscal Year 2025-2026 year-end budget adjustment includes a revenue and expense adjustment of $438,503.95 for reimbursements. This year’s reimbursements include funds from various agencies for Niche software, insurance reimbursements, transferring fund balance from cable funds, sale of City gear and event merchandise items, sale of scrap metal and a small amount of donations.

Actual year-end salary expense often varies from budget due to sick leave and vacation payments that are paid at retirement. These payouts are not budgeted. Overall, salary expense in the General Fund did not exceed the budget in Fiscal Year 2025-2026; however, it is necessary to adjust appropriations between departments. Some departments may need additional funds due to numerous retirees, while other departments have funds available due to vacancies. Finally, the distribution of city-wide contingency, and other adjustments between departments, are included for funding shortfalls and emergencies experienced throughout the budget year.

The purpose of this budget adjustment is to adjust the Fiscal Year 2025-2026 budget for reimbursements and associated offsetting expense items as well as adjust the salary budget for retirement payouts. This is separate from and different than a

carryover budget adjustment which appropriates available funds in excess of the operating reserve. The information for the carryover budget adjustment is not available until the financial statements for the fiscal year are complete. This generally occurs in November following the close of the fiscal year in June. It is not known at this time the amount of carryover funds from the Fiscal Year 2025-2026 budget.

Submitted By: Tammy Beeman, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. General Fund FY 25-26 BA
2. 0062 GF Year End Budget Adjustment

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Carroll

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-168 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the City's Fiscal Year 2025-2026 General Fund operating budget by increasing revenue and expenses in the amount of $438,503.95 to adjust for certain unanticipated revenue and associated offsetting expenses, adjust the salary budget for retirement payouts, and adjust interdepartmental budgets.

WHEREAS, pursuant to Section 5.11 of the City Charter, the City Council adopted the operating budget of the City for Fiscal Year 2025-2026 by Special Ordinance No. 28155, on June 9, 2025; and

WHEREAS, during Fiscal Year 2025-2026, the City received revenue not anticipated in the adopted budget, including amounts related to Niche software, insurance proceeds, a transfer of fund balance from cable funds, the sale of City gear and event merchandise, the sale of scrap metal, and donations, each with a corresponding and offsetting increase in expense; and

WHEREAS, actual salary expenditures within the General Fund for Fiscal Year 2025-2026 require adjustment between departments to account for unbudgeted sick leave and vacation payouts made upon employee retirement, and for related interdepartmental and contingency adjustments, notwithstanding that total General Fund salary expense did not exceed the amount budgeted; and

WHEREAS, the Council finds it necessary to amend the Fiscal Year 2025-2026 operating budget of the City in the General Fund by increasing both revenue and expenses in the amount of $438,503.95, and by adjusting appropriations between departments accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS, THAT:

Section 1 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 62, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2: – The City Council finds that the budget adjustment has been recommended by the City Manager.

Section 3 – The City Council hereby authorizes and directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
062

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
10110	10	15020	414110	000000	00000	28,803.99	Fire - Misc Rev Insurance Claims
10110	10	15050	414100	000000	00000	347.25	Fire - Shop Sale of Metal
10110	10	15050	414110	000000	00000	7,746.45	Fire - Shop Misc Insurance Claims and Shop Warranty Parts
10110	18	90100	414110	000000	00000	3,423.00	Police - Misc Rev Insurance Claims
10110	18	97510	413030	000000	00000	4,653.62	Police - Niche Fee Parks
10110	18	97510	414110	000000	00000	550.00	Police - Misc Rev Insurance Claims
10110	18	97510	413030	000000	00000	126,872.96	Police - Niche Reimbursements
10110	19	20010	414100	000000	00000	26.00	PIO - Misc Reimbursements
10110	19	20010	414110	000000	00000	6,964.04	PIO - Misc Reimbursements
10110	19	20120	414100	000000	00000	8,227.50	PIO - Misc Reimbursements
10110	19	20130	413010	000000	00000	8,000.00	PIO - Misc Reimbursements
10110	19	20130	414100	000000	00000	550.00	PIO - Misc Reimbursements
10110	19	20010	417010	000000	00000	158,142.92	PIO - Transfer of Fund Balance 23620
10110	20	73020	414110	103515	00000	84,196.22	PW - Misc Insurance Claims
Net Revenue Adjustment						438,503.95	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reimbursements:							
10110	10	15020	501260	000000	00000	28,803.99	Fire - Operating Supplies
10110	10	15050	501260	000000	00000	8,093.70	Fire - Shop Operating Supplies
10110	18	90100	501260	000000	00000	3,423.00	Police - Operating Supplies
10110	18	97510	501260	000000	00000	5,203.62	Police - Operating Supplies
10110	18	97510	504580	000000	00000	126,872.96	Police - Niche Reimbursements
10110	19	20010	501260	000000	00000	6,990.04	PIO - Operating Supplies
10110	19	20120	501260	000000	00000	8,227.50	PIO - Operating Supplies
10110	19	20130	501260	000000	00000	550.00	PIO - Operating Supplies
10110	19	20130	504580	000000	00000	8,000.00	PIO - Operating Supplies
10110	20	73020	509110	103515	00000	84,196.22	PW - WFD Building Insurance Claim
10110	19	20010	504580	000000	00000	158,142.92	PIO - Other Prof Fees
Distribute contingency funds by department:							
10110	05	12010	505830	000000	00000	9,000.00	City Clerk - City Council Laptops Lease Renewal
10110	06	13120	509910	000000	00000	10,000.00	City Manager - Transfer to Fire Training for Event
10110	09	14120	504570	000000	00000	40,000.00	Finance Paid Mental Health Screenings CBA Fire
10110	12	16030	501260	000000	00000	6,000.00	Human Resource - Welcome to the City Operating Supplies
10110	12	16010	502515	000000	00000	46,200.00	Human Resources - Electronic Benefits Software EMB
10110	17	62550	502010	000000	00000	8,500.00	Planning - Publication Costs
10110	17	65210	504580	102641	00000	43,000.00	Planning - Habitat Funding
10110	19	20010	501260	000000	00000	4,994.00	Public Information Office - Telepromptor City Manager
10110	19	20010	504580	000000	00000	3,263.10	Public Information Office - Direct Mailer Tourism
10110	06	13120	502780	000000	00000	(170,957.10)	City Manager - Contingency
Net Expenditure Adjustment						438,503.95	

Explanation: To amend the fiscal year end 2025-26 budget for the General Fund.

Requested By:

Department Head — Date: 07/02/26

Approved By:

Director of Finance — Date: 07/02/26

City Manager — Date

Authorization:

Council Bill No. 2026-168
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
062

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
Reallocate salaries/supplies by department:							
10110	03	10010	500110	000000	00000	(220,000.00)	BDS - Salaries
10110	04	11020	500110	000000	00000	(40,000.00)	City Attorney- Salaries
10110	05	12010	500110	000000	00000	30,000.00	City Clerk - Salaries
10110	06	13010	500110	000000	00000	35,000.00	City Manager - Salaries
10110	12	16010	500110	000000	00000	30,000.00	Human Resources - Salaries
10110	15	19020	500110	000000	00000	(55,000.00)	Municipal Court - Salaries
10110	20	71010	500110	000000	00000	(162,500.00)	Public Works - Salaries
10110	20	73010	500110	000000	00000	(162,500.00)	Public Works - Salaries
10110	03	10020	502720	000000	00000	590,000.00	BDS - Demolition of Buildings
10110	04	11020	501230	000000	00000	(16,000.00)	City Attorney- Non-Capital Computer Software
10110	04	11030	500130	000000	00000	(11,000.00)	City Attorney- Temporary Wages
10110	04	11030	505830	000000	00000	(8,000.00)	City Attorney- Non-Capital Computer Software
10110	05	12010	505830	000000	00000	2,000.00	Citly Clerk - Machinery Rental
10110	05	12010	502190	000000	00000	18,000.00	City Clerk - Election Costs
10110	06	13010	504530	000000	00000	75,000.00	City Manager - Consulting
10110	12	16010	504530	000000	00000	(51,000.00)	Human Resources - Consulting
10110	12	16010	502515	000000	00000	(80,000.00)	Human Resources - Software Annual Maint & Sub
10110	12	16010	502010	000000	00000	(19,000.00)	Human Resources - Advertising
10110	13	17010	500120	000000	00000	(6,000.00)	Information Systems - Overtime
10110	13	17010	504580	000000	00000	(30,000.00)	Information Systems - Other Prof Fees
10110	14	18010	504580	000000	00000	1,000.00	Mayor & City Council - Other Prof Fees
10110	15	19020	502070	000000	00000	(12,000.00)	Municipal Court - Bank Card & Epay Fees
10110	15	19020	504590	000000	00000	(8,000.00)	Municipal Court - Professional Development
10110	17	60010	504580	000000	00000	(30,000.00)	Planning - Other Prof Fees
10110	17	60010	501260	000000	00000	(10,000.00)	Planning - Operating Supplies
10110	18	97510	501190	000000	00000	(80,000.00)	Police - Tools & Equipment
10110	20	79030	504580	000000	00000	220,000.00	Public Works - Other Prof Fees
Net Expenditure Adjustment						-	

Explanation: To amend the fiscal year end 2025-26 budget for the General Fund.

Requested By:

07/02/26
Department Head Date

Approved By:

07/02/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-168
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

EXPLANATION TO COUNCIL BILL 2026-169 (HARDINGER)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Finance

TITLE: A special ordinance amending the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses, and appropriating $158,142.92 in fund balance for transfer to the General Fund.

PURPOSE:

Amending the City's Fiscal Year 2025-2026 operating budget by increasing both revenue and expenses in the amount of $617,338.53 in various Special Revenue Funds.

BACKGROUND INFORMATION:

During the fiscal year, various events occur resulting in revenue and expenses which were not anticipated at the time the budget was developed. Some of the most common events are insurance proceeds for damaged equipment and the corresponding cost to repair the equipment, sale of assets, some small donations, reimbursement for training, fund balance appropriations of cable funds, and reimbursements from other agencies. For efficiency purposes, these adjustments to the budget are typically handled toward the end of the fiscal year. Although Fiscal Year 2025-2026 ended on June 30, 2026, the books remain open for year-end entries.

The Fiscal Year 2025-2026 year-end budget adjustment includes $326,744.39, which was paid out of the fire escrow funds held by the City. Often, an insurance company will issue checks for reimbursement of fire damage to both the City and the property owner. The City holds the funds in escrow until the property damage is cleaned up and the property meets the requirements of City code.

The Fire department received $4,459 from Pi Kappa Alpha as a donation, along with a $4,000 donation from Great Southern Bank, and $107,327.22 for training reimbursement. The Police department received $16,665 in donations from local area retailers. The Public Information Office is appropriating the fund balance of an expired cable fund, $158,142.92 and transferring this to General Fund to cover department expenses.

The purpose of this budget adjustment is to adjust the Fiscal Year 2025- 2026 budget for reimbursements and associated offsetting expense items. This budget adjustment

includes special revenue funds. These funds are designated for a specific purpose and must be used only for this purpose.

Submitted By: Tammy Beeman, Budget Coordinator

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. Special Fund FY 25-26 BA
2. 00064 SR Year End Budget Adjustment

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Hardinger

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-169 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the City's Fiscal Year 2025-2026 operating budget in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53 to adjust for certain unanticipated revenue and associated offsetting expenses and appropriating $158,142.92 in fund balance for transfer to the General Fund.

WHEREAS, pursuant to Section 5.11 of the City Charter, the City Council adopted the operating budget of the City for Fiscal Year 2025-2026 by Special Ordinance 28155, on June 9, 2025; and

WHEREAS, during Fiscal Year 2025-2026, the City received unanticipated revenue in various Special Revenue Funds, including amounts released from fire escrow funds held for property damage repairs, donations to the Fire and Police Departments, and reimbursement for fire training expenses, each with a corresponding and offsetting increase in expense; and

WHEREAS, an expired cable fund, Fund 23620, holds a remaining balance of $158,142.92, which the Public Information Office is appropriating for transfer to the General Fund to cover department expenses; and

WHEREAS, the Council finds it necessary to amend the Fiscal Year 2025-2026 operating budget of the City in various Special Revenue Funds by increasing revenue in the amount of $459,195.61 and expenses in the amount of $617,338.53, and by appropriating $158,142.92 in fund balance for transfer to the General Fund, accordingly.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, MISSOURI, AS FOLLOWS, THAT:

Section 1 – The budget of the City of Springfield for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 64, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – The City Council finds that the budget adjustment has been recommended by the City Manager.

Section 3 – The City Council hereby authorizes and directs the City Manager, or designee, to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting:_____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
064

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	414110	000000	00000	326,744.39	BDS - Fire Escrow Fund payouts
22620	10	15080	414070	000000	00000	8,459.00	FIRE - Donation
25070	10	15040	417010	000000	00000	10,000.00	FIRE - Training
25070	10	15040	413100	000000	00000	81,000.00	FIRE - Training
25070	10	15040	414110	000000	00000	16,327.22	FIRE - Training
25060	18	97550	416030	000000	00000	16,665.00	Police Local Walmart Donations
Net Revenue Adjustment						459,195.61	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
22110	03	10010	502210	000000	00000	326,744.39	BDS - Fire Escrow Fund payouts
22620	10	15080	501260	000000	00000	8,459.00	Fire - Operating Supplies
25070	10	15040	501260	000000	00000	107,327.22	Fire - Training
25060	18	97550	501260	000000	00000	16,665.00	Police - Operating Supplies
23620	19	20010	509910	000000	00000	158,142.92	PIO - Fund 23620 Telecable Transfer
Net Expenditure Adjustment						617,338.53	

Fund Balance Appropriation:

Fund		Title	Amount
23620	19	414080 Fund Balance Approp	158,142.92

Explanation: To amend the fiscal year end 2025-26 budget for reimbursements received for various funds.

Requested By:

06/25/26
Department Head Date

Approved By:

06/25/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-169
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-170 (HOSMER)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Parks

TITLE: A special ordinance amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

PURPOSE: Amending the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000 to offset unanticipated expenditures of $1,147,000 in the Parks General Fund, Parks 2001 Sales Tax Fund and Parks 2006 Sales Tax Fund, and amending the Golf Fund's operating budget and capital improvement budget by $400,000 and $500,000, respectively, increasing both revenues and associated expenses within the Golf Enterprise Fund by these amounts, for an overall budget adjustment of $2,047,000.

BACKGROUND INFORMATION: During the fiscal year, actual revenues and expenditures can vary from the operating budget estimates developed prior to the start of the fiscal year. As a result, a budget adjustment is typically submitted to City Council to recognize these differences and adjust the Parks Budget at or near the close of each fiscal year. During Fiscal Year 2025-2026, unanticipated expenditures are expected to exceed budgeted expenditures by $1,147,000 in the Parks General Fund, 2001 Sales Tax Fund and the Parks 2006 Sales Tax Fund. Parks is requesting a budget adjustment to appropriate Parks Property Tax and Parks Sales Tax revenues received in excess of budget by $1,147,000 to offset the total unanticipated expenditures within these funds for the fiscal year ending June 30, 2026.

In addition, the Golf Fund revenues are anticipated to exceed the amount budgeted by Parks by approximately $900,000 (rounded estimate). This additional revenue will be used to offset expense items in the Golf Enterprise Fund, which includes $500,000 for hospitality enhancements at Rivercut Golf Course, including clubhouse patio expansion, patron tournament pavilion installation, and associated landscape/hardscape improvements, and $400,000 for golf operational expenses.

Submitted By: Ronald Schneider, Director of Parks & Recreation

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. 2026 Parks Year-End Budget Adjustment Ordinance
2. Parks Year End Budget Adjustment Exhibit A 063

One-rdg._____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Hosmer

First Reading:_____ Second Reading:_____

COUNCIL BILL 2026-170 SPECIAL ORDINANCE_____

AN ORDINANCE

AMENDING the Park Board's Fiscal Year 2025-2026 operating budget by increasing revenues by $1,147,000, to offset unanticipated expenditures of $1,147,000, and increasing both revenues and associated expenses within the Golf Enterprise Fund by $900,000, for an overall budget adjustment of $2,047,000.

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

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

WHEREAS, the Fiscal Year 2025-2026 operating budget for the Park Board needs to be adjusted for reimbursements and associated offsetting expense items.

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

Section 1 – The Park Board's Budget for Fiscal Year 2025-2026 is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 063, a copy of which is attached hereto and incorporated herein by reference as “Exhibit A.”

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

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

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

Passed at meeting:_____

_____
Mayor

Attest:_____, City Clerk

Filed as Ordinance: _____

Approved as to form:_____, Assistant City Attorney

Approved for Council action:_____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	80010	401010	000000	00000	$ 347,000	Parks Real Estate Tax-Current
20120	16	80020	401510	000000	00000	400,000	Parks 2001 Sales Tax Revenue
Net Revenue Adjustment						$ 747,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20110	16	82570	504580	000000	10248	$ 100,000	Brightspeed Ice Park-Other Professional Services
20110	16	82570	502760	000000	10248	50,000	Brightspeed Ice Park-Plant Equipment Repairs
20110	16	80530	500130	000000	00000	50,000	Landscape and Forestry Temporary Wages
20110	16	80510	505510	000000	00000	50,000	Parks General Services-Electricity
20110	16	87510	502740	000000	00000	25,000	Dickerson Park Zoo Motor Vehicle Repairs
20110	16	87510	504580	000000	00000	25,000	Dickerson Park Zoo Other Professional Services
20110	16	87510	505560	000000	00000	15,000	Dickerson Park Zoo Water
20120	16	82630	500130	000000	00000	20,000	Archery Temporary Wages
20120	16	87510	501120	000000	00000	30,000	Dickerson Park Zoo Animal Food Supplies
20120	16	80550	502710	000000	00000	50,000	Service Center Repairs and Maintenance
20120	16	80550	502740	000000	00000	50,000	Service Center Motor Vehicle Repairs
20120	16	80520	504580	000000	00000	122,000	Construction and Repairs Other Professional Services
20120	16	80520	501110	000000	00000	25,000	Construction and Repairs Building Materials
20120	16	80520	501280	000000	00000	40,000	Construction and Repairs Plumbing and Electrical
20120	16	80510	504580	000000	00000	20,000	Park Operations General Services Other Prof Services
20120	16	80510	505560	000000	00000	50,000	Park Operations General Services Water
20120	16	80530	500130	000000	00000	25,000	Landscape & Forestry Temporary Wages
Net Expenditure Adjustment						$ 747,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

06/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20130	16	80030	401510	000000	00000	$ 400,000	Parks 2006 Sales Tax Revenue
Net Revenue Adjustment						$ 400,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
20130	16	80510	500130	000000	00000	$ 50,000	Park Operations Temporary Wages
20130	16	80570	501260	000000	00000	25,000	Turf Management Operating Supplies
20130	16	80570	500130	000000	00000	20,000	Turf Management Temporary Wages
20130	16	80520	501260	000000	00000	25,000	Construction and Repairs Operating Supplies
20130	16	80520	501190	000000	00000	50,000	Construction and Repairs Tools and Equipment
20130	16	80520	501110	000000	00000	50,000	Construction and Repairs Building Materials
20130	16	80520	501280	000000	00000	50,000	Construction and Repairs Plumbing and Electrical
20130	16	80520	504580	000000	00000	80,000	Construction and Repairs Other Professional Services
20130	16	80540	504620	000000	00000	50,000	Park Operations Second Shift Specialty Services
Net Expenditure Adjustment						$ 400,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

06/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
063

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
57010	16	25010	412020	000000	10410	$ 350,000	Bill and Payne Stewart Golf Course Revenues
57010	16	25010	412020	000000	10355	350,000	Rivercut Golf Course Revenues
57010	16	25010	412020	000000	10170	200,000	Horton Smith Golf Course Revenues
Net Revenue Adjustment						$ 900,000	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
57010	16	80020	509110	000000	10355	$ 500,000	Rivercut Golf-Clubhouse & Landscape Imprv Proj
57010	16	25010	501130	000000	10409	20,000	Bill and Payne Stewart Golf-Chemical and Lab Supplies
57010	16	25010	501280	000000	10409	10,000	Bill and Payne Stewart Golf-Plumbing and Electrical
57010	16	25010	501130	000000	10354	50,000	Rivercut Golf Course-Chemicals and Supplies
57010	16	25010	501260	000000	10354	20,000	Rivercut Golf Course-Operating Supplies
57010	16	25010	502740	000000	10354	25,000	Rivercut Golf Course-Motor Vehicle Repairs
57010	16	25010	501280	000000	10354	25,000	Rivercut Golf Course-Plumbing and Electrical
57010	16	25010	501130	000000	10169	25,000	Horton Smith Golf Course Chemical and Lab Supplies
57010	16	25010	502740	000000	10169	10,000	Horton Smith Golf Course Motor Vehicle Repairs
57010	16	20510	507520	000000	10355	35,000	Rivercut Pro Shop Inventory Purchases
57010	16	25010	501160	000000	10355	25,000	Rivercut Pro Shop-Food Supplies
57010	16	25010	501160	000000	10410	20,000	Bill and Payne Stewart Pro Shop Food Supplies
57010	16	25010	507520	000000	10410	35,000	Bill and Payne Stewart Pro Shop Inventory Purchases
57010	16	25010	501110	000000	10410	25,000	Bill and Payne Stewart Pro Shop Building Materials
57010	16	25010	501260	000000	10410	20,000	Bill and Payne Stewart Pro Shop Operating Supplies
57010	16	25010	507520	000000	10170	30,000	Horton Smith Pro Shop Inventory Purchases
57010	16	25010	501110	000000	10170	25,000	Horth Smith Pro Shop Building Materials
Net Expenditure Adjustment						$ 900,000	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2025-26 budget by appropriating Park Real Estate Tax revenues, Parks 2001 and 2006 Sales Tax revenues and Golf Enterprise Fund revenues to offset unanticipated expenditures in excess of budget for the fiscal year ending June 30, 2026.

Requested By:

06/29/26
Department Head Date

Approved By:

6/29/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-170
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-171 (LEE)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Airport

TITLE: A special ordinance amending the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

PURPOSE: Amend the Fiscal Year 2025-2026 budget of the airport in the amount of $4,000,000 to appropriate reserves from various airport funds for the purpose of financing current and future repair solutions related to the hailstorm on April 28, 2026.

BACKGROUND INFORMATION:

On April 28, 2026, the airport experienced an extreme hailstorm event causing damage to airport equipment, airfield infrastructure, and facilities. Immediate repairs were carried out to put equipment into operations and prevent further water intrusion into facilities. Repair estimates have been received for some equipment and facilities requiring an immediate need to increase the budget for fiscal year 2025-2026.

Damage assessments and permanent repair solutions will continue to be developed for the majority of equipment and facilities going into fiscal year 2026-2027. Insurance and self-insurance funds are anticipated to provide some funding related to the repairs reducing the overall impact on airport reserve funding. Insurance revenue is currently unknown and will continue to be updated as assessments are made. The proposed budget adjustment will allow the airport to move forward with current and future repair solutions as they are developed for the remainder of the current fiscal year and into fiscal year 2026-2027.

The Airport Board voted to recommend the approval of the budget adjustment at its meeting on June 18, 2026.

Submitted By: Chad Ray, Assistant Director of Aviation

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. Hailstorm Budget Adjustment_ord
2. 0065_Airport_Hailstorm Damage

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 07-21-26

Sponsored by: Lee

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-171 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING the Fiscal Year 2025-2026 budget of the Airport, in the amount of $4,000,000 to appropriate reserves from the Airport Operating Fund, Airport Capital Replacement Fund, Airport Car Rental Reserve Fund, and Airport Capital Reserve Fund to finance repairs related to a hailstorm event.

_____

WHEREAS, the Airport experienced an extreme hailstrorm event on April 28, 2026 which damaged airport equipment, airfield infrastructure, and facilities; and

WHEREAS, immediate repairs were performed to return equipment to operations and prevent further water intrsusions into facilities; and

WHEREAS, it is necessary to add funds to the 2025-2026 budget to fund the aforementioned repairs; and

WHEREAS, this Ordinance will amend the Fiscal Year 2025-2026 budget of the Airport to appropriate balance reserves totaling $4,000,000 out of the Airport Operating Fund, in the amount of $100,000; the Airport Capital Replacement Fund, in the amount of $300,000; the Airport Car Rental Reserve Fund, in the amount of $100,000; and the Airport Capital Reserve Fund, in the amount of $3,500,000, to facilitate the repairs.

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

Section 1 – The budget of the Airport for Fiscal Year 2025-2026, is hereby amended in the accounts and in the amounts as shown on Budget Adjustment No. 065, a copy of which is attached hereto and incorporated herein by this reference as “Exhibit A.”

Section 2 – City Council hereby finds that the budget adjustment made above has been recommended by the City Manager or Acting City Manager.

Section 3 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit A

Budget Adjustment
065

Revenues:

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

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
51010	01	46010	502780	103821	00000	100,000.00	Contingency for airport operating repairs
51100	01	46010	502780	103821	00000	300,000.00	Contingency for airport capital replacement
51110	01	46010	502780	103821	00000	100,000.00	Contingency for car rental facility repairs
51150	01	46010	502780	103821	00000	3,500,000.00	Contingency for airport facility repairs
Net Expenditure Adjustment						4,000,000.00	

Fund Balance Appropriation:

Fund		Title	Amount
51010	01	Airport Operating Fund	(100,000)
51100	01	Airport Capital Replacement Fund	(300,000)
51110	01	Airport Car Rental Reserve Fund	(100,000)
51150	01	Airport Capital Reserve Fund	(3,500,000.00)

Explanation: Amend the FY2025-2026 budget of the Airport in the amount of $4,000,000. The additional budget is to be dedicated to repairs, capital replacement, and capital improvements in response to hailstorm damage experienced on April 28, 2026.

Requested By:

07/06/26
Department Head Date

Approved By:

07/06/26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-171
Ordinance No.
1st Reading
2nd Reading
Journal Imp No.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-172 (MCGULL)

FILED: 07/28/2026

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance amending Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

PURPOSE: To amend Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC ("USL") for the City-owned property located at 1109 East Trafficway from December 31, 2026, to December 31, 2027, enabling continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

BACKGROUND INFORMATION: In December 2024, the City Council passed Special Ordinance 28083, approving a Letter of Intent and Cost-Share Agreement with USL for up to $75,000 to evaluate site conditions and feasibility for a new soccer stadium development located at 1109 East Trafficway. Under the terms of the Letter of Intent, USL granted the City exclusive partnership rights during the feasibility phase. This exclusivity was set to continue through December 31, 2025, with the option to extend for two (2) additional six-month periods. Both extension options have since been exercised, and the current Letter of Intent is set to expire on December 31, 2026.

During this due diligence period, geotechnical investigations and site surveys confirmed that the property is suitable for construction and capable of accommodating a venue of this scale. However, the site's history as a former quarry and landfill requires additional analysis and planning before specific site configurations can be evaluated. Due to the complexity of these analyses, the site's unique characteristics, and recent changes to USL's expansion strategy, additional time is needed to complete a comprehensive evaluation.

To accommodate this, Staff recommends extending the due diligence period from December 31, 2026, to December 31, 2027, with the option to extend for two (2) additional six-month periods. The proposed extension will allow Staff and project partners to complete additional environmental and engineering evaluations, pursue potential funding opportunities, continue project design and cost-estimating efforts, and further refine the overall project schedule.

As part of this action, the Cost-Share Agreement between the City and USL will be terminated. No additional financial commitment from either party will be required unless

mutually agreed upon.

REMARKS: Any remaining work associated with the feasibility phase will be funded using previously appropriated City funds. To date, the City's original contribution of up to $75,000 remains available for continued due diligence. Those funds were appropriated from the City Manager's Contingency Fund in a previous budget. No additional appropriation is being requested at this time.

Staff recommends approval.

Submitted By: Corey Stinson, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Anita Cotter, City Clerk 08/05/2026

Attachments:
1. USL Amended LOI and Termination of Cost Share Agreement
2. Special Ordinance 28083 - Exhibit A
3. USL Amended Letter of Intent - Exhibit B
4. USL Termination of Cost Share Agreement - Exhibit C

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed 07-21-26

Sponsored by McGull

First Reading _____ Second Reading _____

COUNCIL BILL 2026-172 SPECIAL ORDINANCE _____

AN ORDINANCE

AMENDING Special Ordinance 28083 to terminate the Cost-Share Agreement and extend the Letter of Intent with United Soccer Leagues, LLC, through December 31, 2027, for the City-owned property located at 1109 East Trafficway Street, in order to enable continued feasibility studies and research to evaluate cost impacts, refine project scope, and clarify site details.

_____

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been engaged in discussions with United Soccer Leagues, LLC ("USL"), for several years regarding the possibility of bringing both men's and women's professional soccer teams to the City; and

WHEREAS, the City-owned property located at 1109 East Trafficway Street has been identified as a potential site for a soccer stadium; and

WHEREAS, on December 16, 2024, the City Council passed Special Ordinance 28083, which authorized the City of Springfield to enter into a Letter of Intent and Cost-Share Agreement with United Soccer Leagues, LLC, in an amount not to exceed $75,000, to conduct feasibility studies and other necessary research to determine potential site details for the City-owned property located at 1109 East Trafficway Street through December 31, 2026, and a copy of Special Ordinance 28083 is attached hereto and incorporate herein by this reference as "Exhibit A"; and

WHEREAS, the City and USL now desire to extend such Letter of Intent through December 31, 2027, with two additional six-month extensions through December 31, 2028, to allow for further study of feasibility of the site; and

WHEREAS, the City and USL further desire to terminate the Cost-Share Agreement, with the City conducting future testing; and

WHEREAS, the previously authorized not-to-exceed amount of $75,000, to be funded from the City Manager's Contingency Fund, shall remain in place.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into an Amended Letter of Intent with USL, substantially similar in form to that attached hereto and incorporated herein by this reference as "Exhibit B."

Section 2 – The City Manager, or designee, is hereby authorized to enter into a Termination of Cost-Share Agreement substantially similar to that attached hereto and incorporated herein as "Exhibit C."

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: Laura Vales, Assistant City Attorney

Approved for Council Action: _____, City Manager

ORDINANCE 28083
EXPLANATION TO COUNCIL BILL 2024-265 (MCCLURE)

FILED: 12/03/2024

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

PURPOSE: The City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC ("USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City. The City-owned property located at 1109 East Trafficway Street has been identified as a promising potential site for a soccer stadium, and the USL is ready to begin conducting feasibility studies and other research regarding the potential development of the site. To this end, the USL has provided the City a Letter of Intent that would provide for exclusivity between the City and the USL during the feasibility phase, which would initially last through December 31, 2025, with an option to extend the partnership for two (2) additional six (6) month periods.

The USL has also requested that the City enter into a Cost-Share Agreement. If approved, the Cost-Share Agreement would provide for a fifty-percent (50%) cost-share between the City and the USL, with a maximum initial City contribution of $75,000.00. This contribution would be paid using previously budget funds from the City Manager's Contingency Fund. The City would also retain a copy of any reports, studies, or other work product resulting from the Agreement.

BACKGROUND INFORMATION:

Submitted By: Amanda Ohlensehlen, Director of Economic Vitality

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Attachments:
1. USL Cost Share Agreement and LOI (1)
2. Exhibit A - Letter of Intent
3. Exhibit B - Cost-Share Agreement

One-rdg. _____
P. Hrngs. _____
Pgs. 14
Filed 11-27-24

Sponsored by McClure

First Reading December 3, 2024 Second Reading December 16, 2024

COUNCIL BILL 2024-265 SPECIAL ORDINANCE 28083

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to enter into a Letter of Intent and Cost-Share Agreement with the United Soccer Leagues, LLC, in an amount not to exceed $75,000.00 to conduct feasibility studies and other research necessary to determine potential site details for the property located at 1109 East Trafficway Street.

WHEREAS, the City of Springfield's Department of Economic Vitality and Workforce Development has been in preliminary discussions with the United Soccer Leagues, LLC (the "USL"), regarding the possibility of bringing both men's and women's professional soccer teams to the City; and

WHEREAS, the City-owned property located at 1109 East Trafficway Street has been identified as a potential site for a soccer stadium; and

WHEREAS, the USL is ready to begin conducting feasibility studies and other necessary research to determine the development potential of the site; and

WHEREAS, the USL has provided the City with a Letter of Intent to allow for exclusivity between the City and the USL through at least December 31, 2025, with the possibility of extension through December 31, 2026, to complete all necessary research, attached hereto and incorporated herein by this reference as "Exhibit A"; and

WHEREAS, the USL has requested that the City enter into a Cost-Share Agreement, whereby the City would reimburse the USL at a rate up to fifty percent (50%), with a maximum initial contribution of $75,000.00, a copy of which is attached hereto and incorporated herein as "Exhibit B"; and

WHEREAS, previously budgeted funds from the City Manager's Contingency Fund will be used for the City's contribution.

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

Section 1 – The City Manager, or designee, is hereby authorized to enter into a Letter of Intent with the United Soccer Leagues, LLC, substantially similar in form to that attached hereto as "Exhibit A."

Section 2 – The City Manager, or designee, is hereby authorized to enter into a Cost-Share Agreement substantially similar to that attached hereto as "Exhibit B," for the purpose of conducting feasibility studies and other research on the development potential of the City-owned property located at 1109 East Trafficway Street.

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

Passed at meeting: December 16, 2024

Mayor

Attest: _____, City Clerk

Filed as Ordinance: December 16, 2024

Approved as to form: _____, Assistant City Attorney

Approved for Council Action: _____, City Manager

[DATE]

[NAME]
[ADDRESS]

Dear [NAME]:

As you are aware, United Soccer Leagues, LLC (the "**USL**") and the City of Springfield, Missouri ("**Springfield**", and together with the USL, collectively, the "**Parties**") have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield anchored by the Stadium (as defined below) (collectively, the "**Proposed Transaction**"). This letter agreement (the "**Letter Agreement**") provides a brief summary of the principal terms and conditions of the Proposed Transaction. The parties agree to continue to engage in good faith discussions regarding a public-private partnership in an effort to enter into the Definitive Agreements (as defined below) and consummate the Proposed Transaction.

Quarry Site

The USL (or its designee) shall have the right of first refusal to serve with Springfield as "Master Developer" for the Proposed Transaction; *provided*, however, that the Parties will work in good faith to ensure that the Proposed Transaction remains in compliance with applicable local and state regulation. The real estate development portion of the Proposed Transaction may incorporate various asset classes including, but not limited to, multifamily, retail/restaurants, education, medical, cultural, transit, greenspace, hotel and/or entertainment. The Parties acknowledge and agree that the city-owned site located at 1109 E. Trafficway Street, Springfield, Missouri (the "**Quarry Site**") will serve as the primary location for the Stadium and the broader development resulting from the Proposed Transaction, with potential for related development in the surrounding area; *provided*, however, that the use of such site for the Proposed Transaction will be subject to certain diligence results and findings provided by a third party [Geotech] firm engaged by the USL to assess the feasibility of the site for such purpose. For clarity, the Parties will (i) split the cost 50/50 related to any such work that they agree upon in advance in writing, and (ii) work in good faith to review the feasibility assessment and make a final determination as to whether or not to proceed with the Proposed Transaction on the Quarry Site.

Stadium; USL Teams

As part of the Proposed Transaction, the Parties will work together in good faith towards the development of a soccer-specific stadium (the "**Stadium**"), which shall (i) have a minimum seating capacity of [5,000], with ability to expand to at least [10,000] seats, (ii) meet the then-current USL stadium requirements (the requirements in effect as of the date hereof are generally outlined in **Exhibit A**), (iii) serve as the home stadium for each of a (x) men's professional soccer team (the "**Men's Team**"), and (y) women's professional soccer team (the "**Women's Team**" and together with the Men's Team, the "**Teams**"). The Parties intend for the Men's Team to compete in the second tier of

the USL men's professional competition structure, in a league currently known as USL League One, and for Women's Team to compete in a league within the second tier of the USL women's professional competition structure, if and when the USL establishes any such league, in its sole discretion. For clarity, upon consummation of the Proposed Transaction, the USL (or its designee) will have the right to serve as both "anchor tenant" of the Stadium, and the right of first refusal to serve as Stadium operator/manager (in each case the USL will be permitted to assign its rights under certain terms).

Missouri State

During time period within which the Quarry Site is being assessed, remediated, and/or developed as part of the Proposed Transaction, Springfield will use its best efforts to cause Missouri State University to enter into a stadium lease/use agreement with the USL to permit the Teams to play their home games at Robert W. Plaster Stadium, commencing with the 2026 USL League One season and continuing thereafter until the Proposed Transaction is completed.

Definitive Agreements

The terms set forth herein are not intended to set forth a complete summary of all deal terms, and shall be superseded by the execution of the definitive agreements among the Parties that are required to complete the transactions contemplated in this Letter Agreement (collectively, the "**Definitive Agreements**"); *provided*, however, that, for clarity, the Parties acknowledge and agree that during the time period from the date hereof through the earlier of (a) execution of the Definitive Agreements, and (b) expiration of the Exclusivity Period (as defined below), including any extensions thereof (as set forth below), each Party's obligations set forth in this Letter Agreement related to the exclusive arrangement contemplated hereunder, including but not limited to, the obligation for each Party to exclusively discuss and negotiate in good faith with the other Party as it relates to the Proposed Transaction during the Exclusivity Period, shall be binding obligations.

Exclusivity; Protected Territory

From the date hereof through December 31, 2025 (such period of time, the "**Exclusivity Period**"), USL and Springfield shall engage in good faith discussion and negotiation, on an exclusive basis, with respect to the Proposed Transaction (or any alternative transaction substantially similar to the Proposed Transaction), and will exclusively negotiation in good faith the terms thereof as will be set forth in the Definitive Agreements. The Parties acknowledge and agree that if the Definitive Agreements have not been finalized and executed by the initial expiration date of the Exclusivity Period (as set forth above), unless they otherwise mutually agree in writing, the Exclusivity Period will automatically be extended for up two (2) consecutive six-month periods (through December 31, 2026); *provided*, however, either Party may terminate this Letter Agreement upon a material breach by the other Party that remains uncured for five (5) days after receipt of notice thereof.

During the Exclusivity Period, USL shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction for construction of a stadium where men's and women's professional soccer teams participating in the same USL-owned and operated leagues as the Teams would play their home games, at any other location within the defined territory outlined in

Exhibit B (the "**Protected Territory**") (collectively, an "**Alternative USL Transaction**"). Further, during the Exclusivity Period, the USL shall make good faith efforts to identify and negotiate with prospective USL teams, investors, and/or other relevant stakeholders interested in participating in the Proposed Transaction. The USL will work in good faith with Springfield to determine the particular details with respect to the use and programming of the Stadium.

During the Exclusivity Period, Springfield shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any proposal from a person or organization, or group of persons, other than USL, its affiliates, and prospective USL teams and/or investors identified by USL that may constitute, or could reasonably be expected to lead to an alternative transaction related to the construction or operation of a stadium where professional soccer teams (men's and women's) other than the Teams (or other teams participating in USL-owned and operated leagues) would play their home games, at any other location within Springfield, Missouri (an "**Alternative City Transaction**"); (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than USL, its affiliates, and prospective USL teams and/or investors identified by USL regarding an Alternative City Transaction, (iii) furnish any information related to the USL or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books, or records of the USL or any of its subsidiaries to any person or group of persons other than the USL or its subsidiaries, in all cases for the purpose of assisting with or facilitating an Alternative City Transaction; or (iv) enter into an Alternative City Transaction or any agreement, arrangement, or understanding, including, without limitation, any letter of intent, term sheet, or other similar document, relating to an Alternative City Transaction. As of the date hereof, and continuing throughout the Exclusivity Period (as the same may be extended as set forth herein), Springfield shall, and shall cause its Representatives to, affirmatively terminate in writing any and all existing discussions or negotiations with any third party regarding an Alternative City Transaction.

As used herein, the term "**Representatives**" means a Party's members, shareholders, affiliates, directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

Subject to the 50/50 split of all costs related to the feasibility assessment of the Quarry Site as set forth above, the Parties acknowledge and agree that, during the Exclusivity Period, the Parties will mutually agree upon an equitable cost sharing arrangement for any and all commercially reasonable pre-development costs related to the Proposed Transaction that the Parties mutually agree in advance in writing are necessary (including but not limited to site surveys, additional feasibility studies, financial projections, lobbyist or consultant fees, necessary architect fees and necessary engineering fees). Both Parties further agree that Springfield shall receive a copy of all feasibility and pre-development studies and reports from any such task undertaken as a result of this Letter Agreement.

Miscellaneous Items

The Parties acknowledge and agree that a material breach of this Letter Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek equitable relief in the event of any breach or threatened breach of this Letter Agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which the either Party may be entitled.

The Parties acknowledge and agree that the execution and delivery of this Letter Agreement does not create a binding obligation on the part of either Party to consummate the Proposed Transaction, and that this Letter Agreement is an expression of the Parties' interests in continuing discussions regarding the Proposed Transaction in accordance with the terms and conditions set forth herein, in a good faith effort to enter into the Definitive Agreements.

This Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If this Letter Agreement accurately sets forth your understanding of the subject matter contained herein, kindly execute the enclosed copy of this Letter Agreement and return it to the undersigned.

[Signatures follow]

Very truly yours,

United Soccer Leagues, LLC

By:_____
Name: Justin Papadakis
Title: Deputy CEO & Chief Real Estate Officer

ACKNOWLEDGED AND AGREED:

City of Springfield, Missouri

By:_____
Name:
Title:

Exhibit A

USL Stadium Requirements[1]

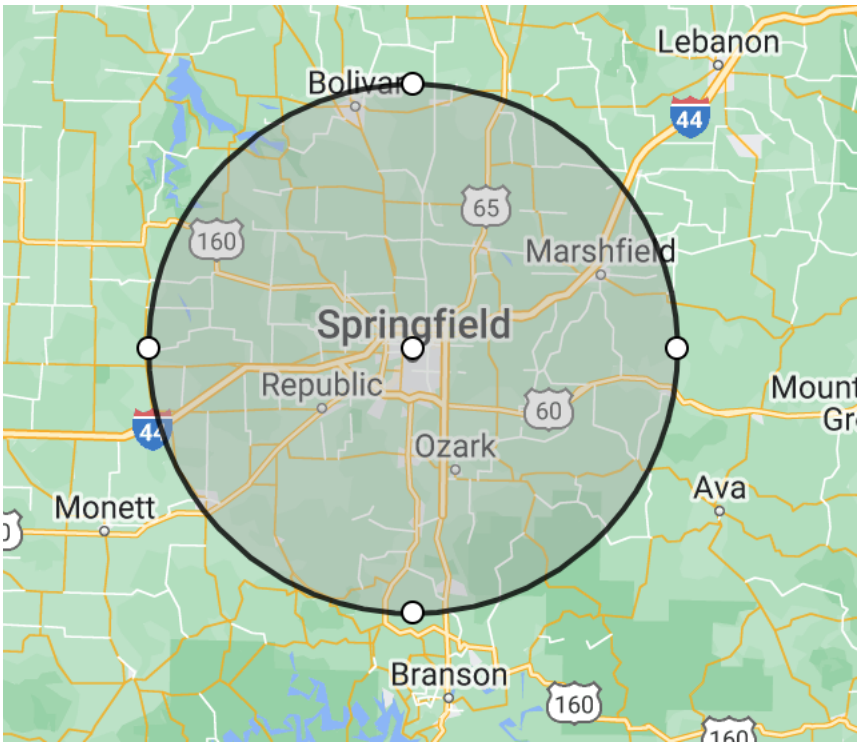
[*Attached*]

[1] The USL will provide this to Springfield under separate cover.

Exhibit B

Protected Territory

The Protected Territory consists of the geographic area within the 30-mile radius around Springfield City Hall located at 840 N Boonville Ave, Springfield, Missouri 65802 (as highlighted on the map below).



COST-SHARE AGREEMENT

This **COST-SHARE AGREEMENT** ("**Agreement**") is entered into this _____ day of _____, 2021, between the **CITY OF SPRINGFIELD, MISSOURI** (the "**City**") and **UNITED SOCCER LEAGUES, LLC** (the "**USL**") (collectively, the "Parties").

RECITALS

WHEREAS, the City is a constitutional charter city incorporated and exercising governmental functions and powers pursuant to the Constitution and the Revised Statutes of the State of Missouri; and

WHEREAS, the USL is a Florida limited liability company operating pre-professional and professional soccer organizations throughout the United States; and

WHEREAS, the City and USL have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield, anchored by a soccer-specific stadium (the "**Stadium**"); and

WHEREAS, the City-owned property at 1109 E. Trafficway St. (the "**Subject Property**") has been identified as the primary location for such Stadium in Springfield; and

WHEREAS, the Parties have signed a Letter of Intent, which is attached hereto and incorporated herein by reference as "Attachment 1"; and

WHEREAS, in furtherance of these objectives, the Parties desire to enter into this Cost-Share Agreement to establish a public-private partnership and cost-sharing arrangement for all costs associated with feasibility and pre-development studies.

NOW THEREFORE, the Parties hereby agree as follows:

1. All feasibility and pre-development studies and associated costs, the scope of which is defined in "Attachment 2," attached hereto and incorporated herein, shall be agreed to in advance and in writing by both Parties.

2. The USL shall engage with, and be the primary point of contact for, all third-party entities needed to conduct all agreed-upon feasibility and pre-development studies at and around the Subject Property, and shall pay all associated costs upfront.

3. The USL shall submit to the City for reimbursement of all such costs at a rate of up to fifty percent (50%).

4. The City shall reimburse USL for all agreed-upon costs at a rate of up to fifty percent (50%) within thirty (30) days of submission.

5. The City's initial contribution to such feasibility and pre-development studies shall not exceed a maximum of seventy-five thousand dollars ($75,000.00) unless additional funding is approved by the City of Springfield's legislative body.

6. The City shall be entitled to a copy of any and all items and information produced as a result of this Agreement, regardless of outcome.

7. **Unfeasibility.** Should the USL determine that the Subject Property is unfeasible for the Stadium, the Parties shall be released from any obligations hereunder.

8. **Modifications.** This Agreement may not be modified, amended, changed, or terminated except as otherwise provided herein, in whole or in part, other than by an agreement in writing, duly authorized and executed by both Parties.

9. **Termination.** This Agreement shall terminate at the time a feasibility determination is made or twenty-four (24) months from the date of execution, which is earlier.

10. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Further, the Parties hereby agree that, should any part of this Agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.

11. **Enforcement.** The Parties acknowledge and agree that this Agreement may be enforced in law or equity by a decree of specific performance in those instances where damages or other equitable relief is unavailable, as well as by damages or other legal and equitable relief as may be available to either Party subject to the provisions of the laws of the State of Missouri.

12. **Notice.** Any notice required or permitted to be given hereunder must be in writing and shall be deemed to be given when (a) hand delivered with reasonable evidence of receipt; or (b) one business day after pickup by United Parcel Service (Overnight) or Federal Express, or another similar reputable overnight express service; or (c) sent by registered or certified mail, postage prepaid, return receipt requested; or (d) transmitted by e-mail, in any case addressed to the parties at their respective addressed set forth in this Agreement, or to other such address as either party may from time to time specify in writing to the other party. An email notice shall be deemed delivered and received same

day if delivered or transmitted before 5:00pm Central Time on a business day.

13. <u>Miscellaneous.</u>

a. The Parties to this Agreement represent that each has the authority to enter into and perform its obligations under this Agreement and that the person signing on each Party's behalf has the authority to do so.

b. The recitals are hereby incorporated into this Agreement.

c. This Agreement may be signed in counterparts and each counterpart will be considered an original. This Agreement may be executed by facsimile or electronic signature.

(Signatures appear on next page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first listed above intending to be legally bound hereby.

CITY OF SPRINGFIELD

By:_____

Name:_____

Title:_____

UNITED SOCCER LEAGUES, LLC

By:_____

Name:_____

Title:_____

Certificate of Director of Finance

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it has to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

_____

Director of Finance

Approved as to Form:_____

City Attorney or Designee

ATTACHMENT 2

Reimbursable Costs

a. Site Feasibility and Market Analysis
b. Land Surveying and Geotechnical Studies
c. Conceptual Design and Cost Estimation
d. Legal and Zoning Review
e. Traffic and Utility Infrastructure Assessment
f. Financial Feasibility Modeling and Tax Incentives
g. Community Engagement and Public Outreach
h. Entitlement and Permitting
i. Risk and Financial Structure Planning
j. Any other cost determined to be necessary by both Parties to determine the suitability of the Subject Property and surrounding area for the Stadium and associated anticipated development

[DATE]

[NAME]
[ADDRESS]

Dear [NAME]:

As you are aware, United Soccer Leagues, LLC (the "**USL**") and the City of Springfield, Missouri ("**Springfield**", and together with the USL, collectively, the "**Parties**") have engaged in preliminary discussions regarding a potential collaboration to establish professional soccer in Springfield and, in connection therewith, undertake a real estate development project that would result in a multi-purpose sports and entertainment district in Springfield anchored by the Stadium (as defined below) (collectively, the "**Proposed Transaction**"). The Parties previously entered into that certain Letter of Intent dated December 16, 2024 (the "**Original Letter Agreement**") and that certain Cost-Share Agreement, attached hereto as **Exhibit C** (the "**CS Agreement**"), both of which provided a brief summary of the principal terms and conditions of the proposed business deal between the Parties. The Parties hereby desire to terminate the CS Agreement, as evidenced by that certain Termination of Cost-Share Agreement, attached hereto as **Exhibit D,** and executed contemporaneously herewith. Further the Parties desire to amend and restate the Original Letter Agreement.

This amended letter agreement (the "**Amended Letter Agreement**") supersedes and replaces the Original Letter Agreement in its entirety, and, as of the date of this Amended Letter Agreement, the Original Letter Agreement is hereby amended, restated, and replaced in its entirety by this Amended Letter Agreement. For clarification purposes, this Amended Letter Agreement extends the Exclusivity Period through December 31, 2027, and provides for two (2) extensions of such, and eliminates the cost-share arrangement. Further the Parties acknowledge and agree that Springfield shall be responsible, at its sole cost and expense, for conducting any remaining feasibility and pre-development studies, up to a maximum of $75,000. The Parties agree to continue to engage in good faith discussions regarding a public-private partnership in an effort to enter into the Definitive Agreements (as defined below) and consummate the Proposed Transaction.

Quarry Site

USL shall have the right of first refusal to elect to have its designee serve with Springfield as "Master Developer" for the Proposed Transaction; *provided*, however, that the Parties will work in good faith to ensure that the Proposed Transaction remains in compliance with applicable local and state regulation. The real estate development portion of the Proposed Transaction may incorporate various asset classes including, but not limited to, multifamily, retail/restaurants, education, medical, cultural, transit, greenspace, hotel and/or entertainment. The Parties acknowledge and agree that the city-owned site located at 1109 E. Trafficway Street, Springfield, Missouri (the "**Quarry Site**") will serve as the primary location for the Stadium and the broader development resulting from the Proposed Transaction, with potential for related development in the surrounding area; *provided*, however, that the use of such site for the Proposed Transaction will be subject to certain diligence results and findings provided by a third party [Geotech] firm previously engaged by the USL to assess the feasibility of the

site for such purpose. For clarity, prior to execution of this Amended Letter Agreement, the Parties agreed to split the cost 50/50 related to any such work that they agreed upon in advance in writing and worked in good faith to review the feasibility assessment and make a final determination as to whether or not to proceed with the Proposed Transaction on the Quarry Site, pursuant to the CS Agreement.. As of the date of this Amended Letter Agreement, Springfield shall assume the role of primary point of contact for all third-party entities conducting feasibility and pre-development studies, and all related fees and expenses incurred shall be borne by Springfield at its sole cost and expense.

Stadium; USL Teams

As part of the Proposed Transaction, the Parties will continue to work together in good faith towards the development of a soccer-specific stadium (the "**Stadium**"), which shall (i) have a minimum seating capacity of [5,000], with ability to expand to at least [10,000] seats, (ii) meet the then-current USL stadium requirements (the requirements in effect as of the date hereof are generally outlined in **Exhibit A**), (iii) serve as the home stadium for each of a (x) men's professional soccer team (the "**Men's Team**"), and (y) women's professional soccer team (the "**Women's Team**" and together with the Men's Team, the "**Teams**"). The Parties intend for the Men's Team to compete in the second tier of the USL men's professional competition structure, in a league currently known as USL League One, and for Women's Team to compete in a league within the USL women's ecosystem, in its sole discretion. For clarity, upon consummation of the Proposed Transaction, the USL (or its designee) will have the right to serve as both "anchor tenant" of the Stadium, and the right of first refusal to serve as Stadium operator/manager (in each case the USL (or its designee) will be permitted to assign its rights under certain terms).

Missouri State

During the time period within which the Quarry Site is being assessed, remediated, and/or developed as part of the Proposed Transaction, Springfield will use its best efforts to cause Missouri State University to enter into a stadium lease/use agreement with the USL(or its designee) to permit the Teams to play their home games at Robert W. Plaster Stadium, commencing with the USL League One season first occurring with a Springfield team and continuing thereafter until the Proposed Transaction is completed.

Definitive Agreements

The terms set forth herein are not intended to set forth a complete summary of all deal terms, and shall be superseded by the execution of the definitive agreements among the Parties that are required to complete the transactions contemplated in this Amended Letter Agreement (collectively, the "**Definitive Agreements**"); *provided*, however, that, for clarity, the Parties acknowledge and agree that during the time period from the date hereof through the earlier of (a) execution of the Definitive Agreements, and (b) expiration of the Exclusivity Period (as defined below), including any extensions thereof (as set forth below), each Party's obligations set forth in this Amended Letter Agreement related to the exclusive arrangement contemplated hereunder, including but not limited to, the obligation for each Party to exclusively discuss and negotiate in good faith with the other Party as it relates to the Proposed Transaction during the Exclusivity Period, shall be binding obligations.

Exclusivity; Protected Territory

From the date hereof through December 31, 2027 (such period of time, the "**Exclusivity Period**"), USL and Springfield shall continue to engage in good faith discussion and negotiation, on an exclusive basis, with respect to the Proposed Transaction (or any alternative transaction substantially similar to the Proposed Transaction), and will exclusively negotiate in good faith the terms thereof as will be set forth in the Definitive Agreements. The Parties acknowledge and agree that if the Definitive Agreements have not been finalized and executed by the initial expiration date of the Exclusivity Period (as set forth above), unless they otherwise mutually agree in writing, the Exclusivity Period will automatically be extended for up two (2) consecutive six-month periods (through December 31, 2028); *provided*, however, either Party may terminate this Amended Letter Agreement upon a material breach by the other Party that remains uncured for five (5) days after receipt of notice thereof.

During the Exclusivity Period, USL shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly, solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any other proposals from third parties that may constitute, or could reasonably be expected to lead to, an alternative transaction for construction of a stadium where men's and women's professional soccer teams participating in the same USL-owned and operated leagues as the Teams would play their home games, at any other location within the defined territory outlined in **Exhibit B** (the "**Protected Territory**") (collectively, an "**Alternative USL Transaction**"). Further, during the Exclusivity Period, the USL shall make good faith efforts to identify and negotiate with prospective USL teams, investors, and/or other relevant stakeholders interested in participating in the Proposed Transaction. The USL will work in good faith with Springfield to determine the details with respect to the use and programming of the Stadium.

During the Exclusivity Period, Springfield shall not, and shall not authorize or permit any of its Representatives to, directly or indirectly: (i) solicit, initiate, or take any action to facilitate or encourage any inquiries or the making of any proposal from a person or organization, or group of persons, other than USL, its affiliates, and prospective USL teams and/or investors identified by USL that may constitute, or could reasonably be expected to lead to an alternative transaction related to the construction or operation of a stadium where professional soccer teams (men's and women's) other than the Teams (or other teams participating in USL-owned and operated leagues) would play their home games, at any other location within Springfield, Missouri (an "**Alternative City Transaction**"); (ii) enter into or participate in any discussions or negotiations with any person or group of persons other than USL, its affiliates, and prospective USL teams and/or investors identified by USL regarding an Alternative City Transaction, (iii) furnish any information related to the USL or any of its subsidiaries, assets or businesses, or afford access to the assets, business, properties, books, or records of the USL or any of its subsidiaries to any person or group of persons other than the USL or its subsidiaries, in all cases for the purpose of assisting with or facilitating an Alternative City Transaction; or (iv) enter into an Alternative City Transaction or any agreement, arrangement, or understanding, including, without limitation, any letter of intent, term sheet, or other similar document, relating to an Alternative City Transaction. As of the date hereof and continuing throughout the Exclusivity Period (as the same may be extended as set forth herein), Springfield shall, and shall cause its Representatives to, affirmatively terminate in writing any and all existing discussions or negotiations with any third party regarding an Alternative City Transaction.

As used herein, the term "**Representatives**" means a Party's members, shareholders, affiliates,

directors, officers, employees, agents, investment bankers, attorneys, accountants, consultants, advisors and other representatives.

Subject to the previous 50/50 split of all costs related to the feasibility assessment of the Quarry Site as set forth above, and the subsequent termination thereof, the Parties acknowledge and agree that, during the remainder of the Exclusivity Period, Springfield will be responsible for arranging any and all commercially reasonable pre-development studies and paying, at Springfield's sole cost and expense, all associated costs related to the Proposed Transaction that Springfield determines are necessary (including but not limited to site surveys, additional feasibility studies, financial projections, lobbyist or consultant fees, necessary architect fees and necessary engineering fees), up to a total investment by the City of Springfield of $75,000, including all amounts previously reimbursed to the USL under the Cost-Share Agreement. Neither Party shall have any obligation to pay, reimburse, or otherwise fund any study costs in excess of $75,000 unless the Parties otherwise agree in writing. Both Parties further agree that each Party shall receive a copy of all feasibility and pre-development studies and reports from any such task undertaken as a result of this Amended Letter Agreement.

Miscellaneous Items

The Parties acknowledge and agree that a material breach of this Amended Letter Agreement would cause irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, either Party may seek equitable relief in the event of any breach or threatened breach of this Letter Agreement, including injunctive relief against any breach thereof and specific performance of any provision thereof, in addition to any other remedy to which the either Party may be entitled.

The Parties acknowledge and agree that the execution and delivery of this Amended Letter Agreement does not create a binding obligation on the part of either Party to consummate the Proposed Transaction, and that this Amended Letter Agreement is an expression of the Parties' interests in continuing discussions regarding the Proposed Transaction in accordance with the terms and conditions set forth herein, in a good faith effort to enter into the Definitive Agreements.

This Amended Letter Agreement shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

This Amended Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If this Amended Letter Agreement accurately sets forth your understanding of the subject matter contained herein, kindly execute the enclosed copy of this Amended Letter Agreement and return it to the undersigned.

[Signatures follow]

Very truly yours,

United Soccer Leagues, LLC

By:_____
Name: Paul McDonough
Title: Chief Executive Officer

Date: _____

ACKNOWLEDGED AND AGREED:

City of Springfield, Missouri

By:_____
Name:
Title:

Date: _____

Exhibit A

USL Stadium Requirements[1]

[*Attached*]

[1] The USL will provide this to Springfield under separate cover.

Exhibit B

Protected Territory

The Protected Territory consists of the geographic area within the 30-mile radius around Springfield City Hall located at 840 N Boonville Ave, Springfield, Missouri 65802 (as highlighted on the map below).

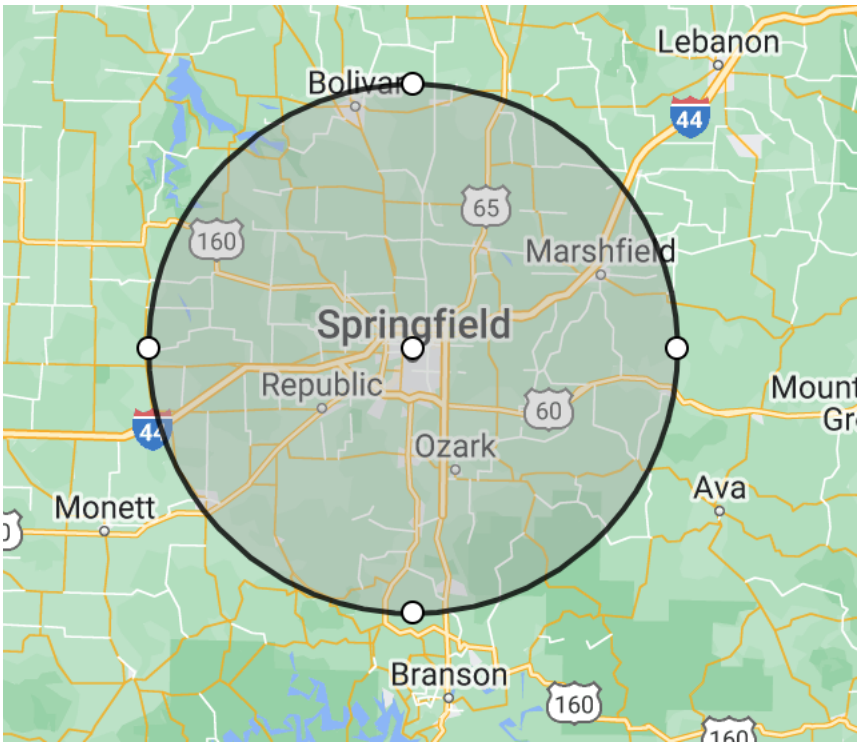


Exhibit C

Cost-Share Agreement

[*Attached*]

Exhibit D

Termination of Cost-Share Agreement

[*Attached*]

Exhibit C

ROUTING ORDER	(1) ORIGINATING DEPARTMENT	(2) ATTORNEY	(3) FINANCE DEPARTMENT
	(4) LAW DEPARTMENT	(5) CITY MANAGER'S OFFICE	(6) CITY CLERK'S OFFICE
EFFECTIVE DATE SEE DATE OF EXECUTION	TERMINATION DATE	ADDENDUM **# 1** TO CONTRACT **# 2025-0040**	

CITY	CONTRACTOR
City of Springfield **840 Boonville, P.O. Box 8368** **Springfield, MO 65802** **Phone: 417-864-1037 Fax: 417-864-1030** **Attn: Amanda Ohlensehlen, Economic Vitality Director**	**United Soccer Leagues, LLC** **1715 N. Westshore Blvd., Suite 825** **Tampa, FL 33607** **Phone: (813) 963-3909**

Termination of Cost-Share Agreement

This termination of Cost-Share Agreement (the "Agreement") is entered into as of this _____ day of _____, 2026 by and between CITY and CONTRACTOR. CITY and CONTRACTOR are each referred to herein as a "Party" and collectively the "Parties."

WHEREAS, the Parties entered into that certain Cost-Share Agreement dated February 19, 2025, by and between the Parties (the "Contract"); and

WHEREAS, the Parties desire to terminate the Contract on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1. That the Contract shall be terminated as of the date of execution entered above (the "Termination Date"), and, as of the Termination Date, all rights, duties, obligations, liabilities and responsibilities of the of the Parties pursuant to or relating to the Contract shall automatically cease and be of no further force or effect, except for any provisions that expressly survive termination pursuant to the terms of the Contract.

2. Each Party acknowledges and agrees that no payments or other consideration are owed by either Party to the other under the Contract, and that neither Party has any outstanding claims for payment arising out of or related to the Contract.

3. This Agreement constitutes the entire agreement of the Parties with respect to the termination of the Contract and supersedes all prior discussions relating thereto. This Agreement may be executed in counterparts, may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year herein stated.

APPROVED AS TO FORM

_____
City Attorney or designee

CITY OF SPRINGFIELD, MISSOURI

By: _____
City Manager or designee

United Soccer Leagues, LLC

By: _____
Paul McDonough, Chief Executive Officer
Title: _____

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-173 (CARROLL)

FILED: 07/22/2026

ORIGINATING DEPARTMENT: Environmental Services

TITLE: A resolution authorizing the City Manager, or designee, to apply for federal grant funds in the amount of $300,000 from the World Wildlife Fund National Household Wasted Food Prevention Project to fund the Springfield FoodWise Initiative, a community-based program designed to help households build practical habits to prevent food waste.

PURPOSE: To authorize the City Manager or his designee, to apply for up to $300,000 in grant funds from the World Wildlife Fund National Household Wasted Food Prevention Project to fund the Springfield FoodWise Initiative, a community-based program designed to help households build practical habits that prevent wasted food.

BACKGROUND INFORMATION: In 2025, the City's Department of Environmental Services completed a Waste Characterization Study of materials entering the Noble Hill Sanitary Landfill with the goal of determining a statistically representative breakdown of our disposed waste streams. City staff use this data to identify priority materials that may be diverted from the landfill through existing and new programs, expanded recycling options, and outreach and education. Food waste represents the second largest category of our region's municipal solid waste, representing over 20%, approximately 70,000 tons annually at our landfill. Over 50% of that waste comes from homes and restaurant dining. American consumers spend more than $762 per person (in and out of the home) every year on food that goes to waste. This grant aims to help American households save money and prevent wasted food by changing the everyday habits that lead to food being thrown away in the first place.

The Department of Environmental Services Solid Waste Division has built a foundation for food waste diversion infrastructure with the development of the Dish to Dirt food scraps and home composting programs, which have diverted over 200,000 pounds of food waste since 2023. Recognizing the success of these diversion programs for food waste post purchase, staff are seeking to implement a community-based behavior change program to help households build practical habits to prevent food waste from the start. Rather than relying on awareness messaging alone, this project will combine practical tools, personalized education, trusted community partnerships, and ongoing reinforcement to build lasting behavior change. If awarded, grant funds will supplement Solid Waste Enterprise funds toward the development and distribution of more than 5,000 FoodWise Kits, containing a food waste prevention guidebook, food storage tools to prolong perishability, meal planning and grocery shopping tools, and guidance on safe storage, food labels, and food waste recipes. Materials will be reinforced by instructional videos, traditional and social media outreach and advertising, community

education and presentations. It is anticipated that projects selected for this grant will begin in January 2027 with three years to implement the activities.

REMARKS: This Council Bill will authorize the City to apply for grant funds from the World Wildlife Fund Ending Wasted Food Within a Generation Program. If grant funds are awarded, a separate Council Bill will be submitted to formally accept and budget the grant funds. Environmental Services recommends approval and passage of this Council Bill

Submitted By: Erick Roberts, Assistant Director of Environmental Services

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments:
1. Wasted Food Prevention Proj_res
2. Wasted Food Prevention Proj_ExhA

One-rdg. X
P. Hrngs. ____
Pgs. 5
Filed 08-04-26

Sponsored by: Carroll

COUNCIL BILL 2026-173 RESOLUTION ____

A RESOLUTION

AUTHORIZING the City Manager, or designee, to apply for federal grant funds in the amount of $300,000 from the World Wildlife Fund National Household Wasted Food Prevention Project to fund the Springfield FoodWise Initiative, a community-based program designed to help households build practical habits to prevent food waste.

WHEREAS, the World Wildlife Fund ("WWF") Ending Wasted Food Within a Generation ("EWF") Program released a Request for Applications to fund education and outreach projects that will reduce wasted food in households; and

WHEREAS, the Department of Environmental Services Solid Waste Management Division operates the Noble Hill Sanitary landfill with an interest in reducing divertible waste; and

WHEREAS, food waste and organics make up over 20% of the total landfill tonnage accepted; and

WHEREAS, the Education & Outreach & Public Information teams are uniquely positioned to build upon existing food waste education programming and social media and traditional media outreach; and

WHEREAS, grant funding, if awarded, will be used to supplement existing local funding but not limited to the Solid Waste Enterprise Fund.

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

Section 1 – The City Manager, or designee, is hereby authorized to apply for grant funding in the amount of $300,000 through the World Wildlife Fund National Household Waste Food Prevention Project, to use for food waste prevention education and outreach activities within the City of Springfield.

Section 2 - This Resolution shall be effective from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Exhibit A


EPA
Wasted Food Scale
How to reduce the environmental impacts of wasted food
DO
Prevent Wasted Food
Produce, buy, and serve only what is needed
AVOID
Send Down the Drain, Landfill, or Incinerate
with or without energy recovery
MOST PREFERRED
LEAST PREFERRED
Donate
or
Upcycle
Feed Animals
or
Leave Unharvested
Compost
or
Anaerobic Digestion
with beneficial use of digestate/biosolids
Anaerobic Digestion
with disposal of digestate/biosolids
or
Apply to the Land
October 2023

EXPLANATION TO COUNCIL BILL 2026-178 (SCHRAG)

FILED: 08/04/2026

ORIGINATING DEPARTMENT: Law

TITLE: A special ordinance submitting proposed amendments to the Springfield City Charter to the qualified voters of the City at the General Election to be held on November 3, 2026, for the purpose of supporting City Council's Operational Excellence priority; and declaring an emergency.

PURPOSE: Submitting proposed amendments to the Springfield City Charter to the qualified voters of the City at the General Election to be held on November 3, 2026, for the purpose of supporting City Council's Operational Excellence priority; and declaring an emergency.

BACKGROUND INFORMATION: City Council has adopted Operational Excellence as a priority. The Operational Excellence priority includes a review of the Springfield City Charter from an operations perspective with the goal of improving clarity, efficiency, and accountability. A Charter Review Committee composed of city staff has engaged in the first phase of this review, which focused on finance and personnel-related provisions. The Committee has recommended that four proposed amendments to the Charter be submitted to the qualified voters of the City.

The first question is whether to amend Sections 3.1, 3.3(1), 3.4, 4.2, and 6.5 to expressly authorize the city manager to delegate the authority to perform charter-assigned duties of the city manager to assistant city managers, expressly authorize the city manager to delegate the authority to appoint and remove employees to assistant city managers and department directors, and expressly authorize department directors to delegate the authority to perform charter-assigned duties of the director to subordinate officers or employees within the department.

The second question is whether to amend Sections 4.1, 6.2, 6.4, 6.6, 6.7, and 19.7 to replace the current three-step merit rule adoption process with a two-step process that removes the personnel board from the process, and authorize the human resources director to approve application forms in lieu of the personnel board.

The third question is whether to amend Sections 3.3(9), 5.3, 5.4, 10.4, 15.8, and 19.19 to authorize the city council to fully establish purchasing by ordinance, including the organizational structure, thresholds, and types, expressly designate the city manager as the default signatory for purchasing, and apply the existing competitive bidding requirement to additional purchasing methods.

The fourth question is whether to generally amend the Charter to replace gendered pronouns and references with gender-neutral equivalents.

Submitted By: Jordan Paul, City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager

Attachments:
1. 2026 charter OE P1 - CB
2. 2026 charter OE P1 - CB Ex A
3. 2026 charter OE P1 - CB Ex B

One-rdg. _____
P. Hrngs. _____
Pgs. _____
Filed: 8/5/26

Sponsored by: Schrag

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-178 GENERAL ORDINANCE _____

AN ORDINANCE

SUBMITTING proposed amendments to the Springfield City Charter to the qualified voters of the City at the General Election to be held on November 3, 2026, for the purpose of supporting City Council's Operational Excellence priority; and declaring an emergency.

_____

WHEREAS, City Council has adopted Operational Excellence as a priority; and

WHEREAS, the Operational Excellence priority includes a review of the Springfield City Charter from an operations perspective with the goal of improving clarity, efficiency, and accountability; and

WHEREAS, a Charter Review Committee composed of city staff has engaged in the first phase of this review, which focused on finance and personnel-related provisions; and

WHEREAS, the Committee has recommended that four proposed amendments to the Charter be submitted to the qualified voters of the City; and

WHEREAS, the first question is whether to amend Sections 3.1, 3.3(1), 3.4, 4.2, and 6.5 to expressly authorize the city manager to delegate the authority to perform charter-assigned duties of the city manager to assistant city managers, expressly authorize the city manager to delegate the authority to appoint and remove employees to assistant city managers and department directors, and expressly authorize department directors to delegate the authority to perform charter-assigned duties of the director to subordinate officers or employees within the department; and

WHEREAS, the second question is whether to amend Sections 4.1, 6.2, 6.4, 6.6, 6.7, and 19.7 to replace the current three-step merit rule adoption process with a two-step process that removes the personnel board from the process, and authorize the human resources director to approve application forms in lieu of the personnel board; and

WHEREAS, the third question is whether to amend Sections 3.3(9), 5.3, 5.4, 10.4,

15.8, and 19.19 to authorize the city council to fully establish purchasing by ordinance, including the organizational structure, thresholds, and types, expressly designate the city manager as the default signatory for purchasing, and apply the existing competitive bidding requirement to additional purchasing methods; and

WHEREAS, the fourth question is whether to generally amend the Charter for the purpose of replacing gendered pronouns and references with gender-neutral equivalents; and

WHEREAS, City Council desires to submit the foregoing questions to the qualified voters of the City at the General Election to be held on November 3, 2026.

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

Section 1 – City Council hereby submits the following proposed amendments to the Springfield City Charter, attached hereto and incorporated by this reference as Exhibits A and B, to the qualified voters of the City at the General Election to be held on November 3, 2026, for the purpose of supporting City Council's Operational Excellence priority.

Section 2 – The ballot to submit the proposed amendments referenced in Section 1 shall be in substantially the same form as the following:

OFFICIAL BALLOT
CITY ELECTION
CITY OF SPRINGFIELD, MISSOURI

Question 1

Shall Sections 3.1, 3.3(1), 3.4, 4.2, and 6.5 of the Springfield City Charter be amended to expressly authorize the city manager to delegate the authority to perform charter-assigned duties of the city manager to assistant city managers; expressly authorize the city manager to delegate the authority to appoint and remove employees to assistant city managers and department directors; and expressly authorize department directors to delegate the authority to perform charter-assigned duties of the director to subordinate officers or employees within the department, as more fully set forth in General Ordinance No. ___?

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Question 2

Shall Sections 4.1, 6.2, 6.4, 6.6, 6.7, and 19.7 of the Springfield City Charter be amended to replace the current three-step merit rule adoption process with a two-step process that removes the personnel board from the process; and authorize the human resources director to approve application forms in lieu of the personnel board, as more fully set forth in General Ordinance No. ___?

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Question 3

Shall Sections 3.3(9), 5.3, 5.4, 10.4, 15.8, and 19.19 of the Springfield City Charter be amended to authorize the city council to fully establish purchasing by ordinance, including the organizational structure, thresholds, and types; expressly designate the city manager as the default signatory for purchasing; and apply the existing competitive bidding requirement to additional purchasing methods, as more fully set forth in General Ordinance No. ___?

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Question 4

Shall the Springfield City Charter be amended generally to replace gendered pronouns and references with gender-neutral equivalents, as more fully set forth in General Ordinance No. ___?

- → Yes - → No

INSTRUCTIONS TO VOTERS:

To vote FOR the question, complete the arrow opposite YES.

To vote AGAINST the question, complete the arrow opposite NO.

Section 3 – Each question is submitted as an independent amendment. If two or more approved questions amend the same Charter section, the amendments shall be construed together and each given full cumulative effect. To the extent of any irreconcilable conflict, including where one question repeals text that another amends, the amendment approved under Question 1, 2, or 3 shall control over the amendment approved under Question 4, which is intended to make no substantive change.

Section 4 – On passage of this Ordinance, the City Clerk is hereby authorized and directed to insert the number assigned to this Ordinance in the blank spaces referencing said number in Section 2.

Section 5 – The Greene County Clerk is hereby authorized to conduct an election in a manner consistent with the provisions of Chapter 115, RSMo.

Section 6 – The City Clerk is hereby authorized and directed to notify the Greene County Clerk of the adoption of this Ordinance as soon as practicable, but no later than 5:00 p.m. on the tenth Tuesday prior to November 3, 2026, and to include in said notification all of the terms and provisions required by Chapter 115, RSMo. or any other applicable law. The City Clerk is further authorized to do all things necessary and convenient to ensure that the proposed amendments to the Springfield City Charter are properly submitted to the qualified voters of the City at the General Election to be held on November 3, 2026.

Section 7 – City Council finds and declares, in accordance with City Charter Section 2.12, that this Ordinance qualifies as an emergency because it relates to the calling of an election and may be approved by City Council on the same day as its introduction.

Section 8 – Severability. 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 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 are declared invalid.

Section 9 – This Ordinance shall become effective immediately upon its passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A

Question 1:

Explanation: Language in bold face type (e.g., **thus**) is to be added. Language in bold-faced brackets (e.g., **[**~~thus~~**]**) is to be deleted.

Section 3.1. Qualifications; Term of office.

The city manager shall be chosen by the council on the basis of executive and administrative qualifications with special reference to **[**~~his~~**]** experience in, and **[**~~his~~**]** knowledge of municipal administrations. **The city manager [**~~He~~**]** may or may not be a resident of the city or the state at the time of **[**~~his~~**]** selection, but shall reside within the city during **their [**~~his~~**]** tenure of office. **The city manager [**~~He~~**]** shall be appointed for an indefinite term, subject to removal as herein provided, and shall devote **their [**~~his~~**]** entire time to the duties of **the [**~~his~~**]** office. The manager shall designate in writing, filed with the city clerk, one of the **assistant city managers or** department directors **[**~~or one of the administrative assistants~~**]** to perform the duties of the city manager in the event of **the city manager's [**~~his~~**]** absence or disability; if **the city manager [**~~he~~**]** should fail to do so, the council shall make such designation.

Section 3.3. Powers and duties.

The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the city's affairs. To that end **[**~~he~~**] the city manager** shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the service, remove all officers and employees of the city, except as otherwise provided in the Charter**. The city manager may delegate the authority to appoint and remove employees to assistant city managers or department directors, under such terms and conditions as the city manager may prescribe. Any such delegation may be revoked at any time. [**~~, and except as he may authorize the head of a department or office to appoint subordinates in such department or office or as he may authorize the director of human resources to remove temporary, seasonal, contract, and variable hour (non-regular, non-full-time) employees and interns.~~**]**

(2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption.

(3) Prepare and submit to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the year.

(4) Keep the council advised of the financial condition of the city and make recommendations concerning its future needs.

(5) Attend all meetings of the council and, insofar as possible, its committees, except when the council may be considering his removal. He shall have the right to take part in discussions, but shall have no power to vote. He shall receive notice of all special meetings.

(6) Enforce all laws and ordinances and see that all contracts and franchises are faithfully performed.

(7) Perform such other duties as may be prescribed by this Charter or required of him by the council, not inconsistent with this Charter.

(8) Prescribe the powers and duties of officers and employees not otherwise prescribed by this Charter or by ordinance; may assign particular officers and employees to one or more of the departments; may require an officer or employee to perform duties in two or more departments and may make such other rules and regulations as may be necessary or proper for the efficient and economical conduct of the business of the city.

Section 3.4. **[**~~Administrative~~**]** Assistants.

The city manager shall appoint such **[**~~administrative assistants~~**] assistant city managers and other administrative assistants** as are authorized by the council. **Assistant city managers shall assist the city manager in the city manager's official duties with power and authority under the city manager's direction to perform any duty of the city manager, under such terms and conditions as the city manager may prescribe. Any such delegation may be revoked at any time and shall be in writing and on file in the city manager's office.**

Section 4.2. Appointment, removal and duties of department heads.

At the head of each department there shall be a director who shall be an officer of the city and shall have supervision and control of the department, subject to the city manager. Except as may be otherwise provided by this Charter, all directors of departments shall be appointed by the city manager and may be removed by **the city manager [**~~him~~**]**. More than one department may be headed by the same individual; directors of departments may serve as chiefs of divisions, and the city manager may head a department, or more than one, with the consent of the council. **A department director may delegate any duty assigned to such director by this Charter to a subordinate officer or employee within the department, under such terms and conditions as the director may prescribe. Any such delegation may be revoked at any time, shall not relieve the director of responsibility for the delegated duty, and shall be in writing and filed in the city manager's office.**

Section 6.5. Classification of personnel.

The administrative service of the city is hereby divided into classified and unclassified services as follows:

(1) The unclassified service shall include the city manager, **assistant city managers,** the city manager's administrative assistants, all directors of departments, members of appointive

commissions and boards, municipal court judge, city **attorney [**~~attorneys~~**]** and assistants, city clerk, executive assistant to the city manager, probationary employees, temporary, seasonal, contract, and variable hour (non-regular, non-full-time) employees, and interns.

(2) The classified service shall comprise all positions not specifically included by this Charter in the unclassified service. All positions in the classified service, except for temporary emergency appointments, shall be filled only in accordance with the merit system rules provided for in this article.

(3) Managerial positions within the classified service immediately beneath an unclassified department director may be changed to the unclassified service upon the written petition of all of the employees currently holding such positions within the department and the agreement of the city manager. Following such change, the formerly classified service positions shall thereafter be included within the unclassified service as to all current and future employees holding the position. A list of positions so changed from the classified to the unclassified service shall be kept on file with the City Clerk.

Question 2:

Explanation: Language in bold face type (e.g., **thus**) is to be added. Language in bold-faced brackets (e.g., **[**~~thus~~**]**) is to be deleted.

Section 4.1. Departments and boards.

There shall be the following administrative departments and boards: Police, Fire, Finance, **[**~~Personnel~~**] Human Resources**, Law, Public Works, and Public Health and Welfare; and Public Utility, Parks, Airport, and Art Museum. In addition, there shall be a City Planning and Zoning Commission and a Board of Adjustment.

Any such departments and boards may be consolidated or the function assigned thereto may be transferred to other boards or departments, but no function or duty, the performance of which is required by this Charter, shall be discontinued. Notwithstanding any other provision of the Springfield City Charter to the contrary, the city council may transfer a function or duty assigned to a particular office, board, department, or agency by this Charter to an agency of the federal or state government; provided, that in the event such function or duty is transferred, then the City shall thereafter have no obligation to perform the duty or provide that particular function under this Charter.

The city council is authorized to sell the Children's Home, including all property associated with the operation of the home, to Boys Town of Missouri, Inc., a not-for-profit corporation of the State of Missouri, which organization will continue to provide programs, services, and facilities to disadvantaged youth and their families. Upon the sale of such property, all references to the Children's Home as set forth in this Charter shall be deleted.

Section 6.2. Same—Powers and duties.

The Human Resources Director shall have authority and be required to:

(1) Hold competitive examinations for appointments in the classified service.

(2) Give publicity to all announcements of competitive examinations.

(3) Establish training and educational programs for municipal employees.

(4) Report, at least annually, to the personnel board regarding the operation of the personnel provisions.

(5) Prepare and recommend to the city manager **[**~~and the personnel board~~**]** such rules as **the director [**~~he~~**]** may consider appropriate to carry out the provisions of this article.

(6) Keep or supervise the keeping of such employee records as may be required by the merit system rules.

(7) Perform such other duties as may be required by this Charter, by ordinance, or by the city manager.

Section 6.4. Same—Powers and duties.

The board shall have power and shall be required to:

(1) Advise the council, the city manager, and the director on problems concerning personnel administration.

(2) Make any investigation which it may consider desirable concerning the administration of personnel in the municipal service, and report to the council at least once a year its findings, conclusions and recommendations.

[~~(3) Approve merit system rules.~~**]**

[~~(4)~~**] (3)** Hear appeals from disciplinary action.

[~~(5)~~**] (4)** Perform such other duties with reference to personnel administration not inconsistent with this Charter, as the council may require by ordinance.

Section 6.6. Merit system rules.

[~~The personnel board shall hold a public hearing on the rules recommended by the human resources director. After such hearing, the board shall approve or reject the rules wholly or in part, or may modify them and approve them as so modified. The rules approved by the board shall then be submitted to the council and shall become effective when approved by the council.~~**] The city manager, after consultation with the human resources director, shall prepare and submit to the council proposed merit system rules or amendments thereto. The council may approve,**

reject, or modify proposed merit system rules by ordinance. The rules shall include provisions for:

(1) Open competitive tests to ascertain the relative fitness of all applicants for appointments in the classified service, except that open competitive testing may be optional for former employees seeking reinstatement to the same position within one year of leaving the city service at the discretion of the human resource director. Such tests shall be practical, shall relate to matters which fairly measure the relative fitness of applicants to discharge the duties of the positions which they seek, and shall take into account character, training and experience.

(2) Standardization and classification of all positions in the classified service made on the basis of duties and responsibility, and so ordered as to promote the filling of the higher salary grades, so far as practicable, through promotion. Promotions may occur by internal only competitive examinations or by non-competitive direct promotions.

(3) Certification to the appointing authority of eligible persons in order or rank for the purpose of filling vacancies.

(4) Temporary appointments to meet emergencies, in the absence of an eligible list.

(5) Cause of discharge from the city service.

(6) Providing reasonable preference in favor of applicants for appointment to the classified service who can submit documentary proof of having served in the armed forces of the United States in active duty and who have been honorably discharged therefrom. This preference shall apply to entrance examinations of those applicants who have received passing grades.

Section 6.7. Application register.

There shall be kept in the office of the human resources director an application register in which shall be entered the names and addresses and the order and date of application of all applications for the classified service, and the offices or employments which they seek. All applications shall be upon forms **[**~~approved by the personnel board~~**] prescribed by the human resources director**.

Section 19.7. Salaries.

Unless otherwise provided in this Charter, the council shall prescribe by ordinance the salaries or other compensation of all officers in the unclassified service of the City. The council shall also, by ordinance not inconsistent with the provisions of this Charter relating to the department of **[**~~personnel~~**] human resources**, prescribe maximum and minimum salaries or other compensation for all officers, employees or classes of employees in the classified service of the City. The city manager may determine the compensation to be paid to each officer or employee within the limits so established. In no case shall the salary or compensation of any officer or employee be based upon or measured by fees.

Question 3:

Explanation: Language in bold face type (e.g., **thus**) is to be added. Language in bold-faced brackets (e.g., **[**~~thus~~**]**) is to be deleted.

Section 3.3. Powers and duties.

The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the city's affairs. To that end **[**~~he~~**] the city manager** shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the service, remove all officers and employees of the city, except as otherwise provided in the Charter, and except as he may authorize the head of a department or office to appoint subordinates in such department or office or as he may authorize the director of human resources to remove temporary, seasonal, contract, and variable hour (non-regular, non-full-time) employees and interns.

(2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption.

(3) Prepare and submit to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the year.

(4) Keep the council advised of the financial condition of the city and make recommendations concerning its future needs.

(5) Attend all meetings of the council and, insofar as possible, its committees, except when the council may be considering his removal. He shall have the right to take part in discussions, but shall have no power to vote. He shall receive notice of all special meetings.

(6) Enforce all laws and ordinances and see that all contracts and franchises are faithfully performed.

(7) Perform such other duties as may be prescribed by this Charter or required of him by the council, not inconsistent with this Charter.

(8) Prescribe the powers and duties of officers and employees not otherwise prescribed by this Charter or by ordinance; may assign particular officers and employees to one or more of the departments; may require an officer or employee to perform duties in two or more departments and may make such other rules and regulations as may be necessary or proper for the efficient and economical conduct of the business of the city.

(9) Except as otherwise provided by the council, execute on behalf of the city all contracts related to the purchase of goods, services, capital projects, real property interests, and all other items related to the administration and management of city business. The city manager may delegate such authority to subordinate officers or employees, under such

terms and conditions as the council may prescribe by ordinance. Any such delegation may be revoked at any time.

Section 5.3. **[**~~Division of purchases~~**] Transfer and surplus.**

[~~There shall be established in the department of finance a division of purchases, the head of which shall be the city purchasing agent, who shall be appointed by the city manager. The purchasing agent, pursuant to rules and regulations approved by the city manager and adopted by ordinance, shall contract for, purchase, store and distribute all supplies, materials and equipment required by any office, department, board or other agency of the city unless otherwise provided in this Charter. He shall also have power and shall be required to:~~**]**

[~~(1) Establish and enforce specifications with respect to supplies, materials and equipment required by the city.~~**]**

[~~(2) Inspect or supervise the inspection of all deliveries of supplies, materials and equipment, and determine their quality, quantity and conformity with specifications.~~**]**

[~~(3) Have charge of such general storerooms and warehouses as the city may maintain.~~**]**

[~~(4)~~**] The city manager shall have the power to** transfer to or between offices, departments or agencies, or, with the approval of the council, sell surplus, obsolete, or unused supplies, materials or equipment.

Section 5.4. Competitive **[**~~bidding~~**] procurement**.

The council shall provide by ordinance for the procurement of goods, services, capital projects, and all other items related to the administration and management of city business required by any office, department, board or other agency of the city unless otherwise provided in this Charter, on a competitive basis, subject to such exceptions as the council may establish; provided, however, that no such exception shall be made for an individual contract, purchase, or sale, and the council shall not permit the subdivision of any contract or purchase for the purpose of evading the requirements of competitive procurement. [~~Before the city makes any purchase or contract, or lets any contract for improvements, there shall be given ample opportunity for competitive bidding, subject to such exceptions as the council upon recommendation of the city manager may prescribe by ordinance or resolution; provided, however, that the council shall not except individual contract, purchases or sales from the requirement of competitive bidding, or shall it permit the subdivision of contracts, or purchases, for the purpose of evading the requirements of competitive bidding.~~**]**

Section 10.4. **[**~~Letting of contracts~~**] Reserved**.

[~~All public improvements constructed or made at the expense of the city costing more than five hundred dollars, and all work to be done for which payment is to be obtained by special tax bills or special assessments, shall be let by contract to the lowest responsible bidder in conformity with Section 5.4 of this Charter; but the council may provide that any work may be done by the city's~~

~~own departments and employees when no satisfactory bid is received or when it is deemed advisable by the city manager. Provided, however, nothing herein or otherwise in this Charter shall prohibit the city from directly contributing to or reimbursing a part of the cost of public improvements constructed under subdivision regulations of the city provided that reimbursement or contribution is made in accordance with a schedule expressly providing therefor previously adopted by general law of the city for all cases.~~**]**

Section 15.8. Purchases and contracts.

[~~All materials, equipment and supplies necessary for the operation, maintenance, or improvement of any department or agency administered by a board shall be procured by the City purchasing agent in accordance with Article V of this Charter.~~**]**

All purchasing for any department or agency administered by a board shall be conducted in accordance with Article V of this Charter.

Section 19.19. Use of equipment and supplies.

(1) Any equipment belonging to any department or agency and usable by any other department or agency of the City shall be made available to such other department or agency, at such time and in such manner as not to interfere with the efficient operation of the department or agency owning such equipment and in the manner provided by ordinance, without charge except the cost of operating such equipment.

(2) Any equipment or supplies usable by any other department or agency and no longer usable or needed by the department or agency charged with it, shall be made available to such other department or agency through **[**~~the city purchasing agent~~**] the city manager** at the depreciated cost thereof before being otherwise disposed of; provided, that this shall not apply to used equipment which can be delivered to the seller of any equipment as part payment of the purchase price of such new equipment.

EXHIBIT B

Question 4:

Explanation: Language in bold face type (e.g., **thus**) is to be added. Language in bold-faced brackets (e.g., **[**~~thus~~**]**) is to be deleted.

Section 2.1. Number and term.

(1) *Election of Mayor.* One member of the City Council shall be known as the mayor who shall be elected to that office by the qualified voters of the city at large for a term of four years and who shall serve until **a [**~~his~~**]** successor shall be elected and qualified. A four-year term for the mayor shall first apply at the general municipal election to be held in 2025, at which time the mayor shall be elected for a term of four years. Thereafter, the mayor shall be elected for a term of four years, and at each regular municipal election there shall be elected two General Councilmembers and two Zone Councilmembers for terms of four years. The mayor shall be prohibited from serving more than four consecutive terms as Mayor through the general municipal election to be held in 2025. After the general municipal election to be held in 2025, the mayor shall be prohibited from serving more than two consecutive terms as Mayor.

(2) *Number and Term.* The Council shall consist of nine (9) **Councilmembers [**~~members to be known as Councilwomen or Councilmen~~**]**, each of whom shall be elected for a term of four (4) years and shall serve until **a [**~~his or her~~**]** successor shall be elected and qualified. **[**~~Reference to "Councilmember" as used throughout this Charter is intended to mean "Councilwoman" or "Councilman" depending upon the gender.~~**]** Five Councilmembers known as General Councilmembers shall be elected by the qualified voters of the city at large. Four (4) of the Councilmembers to be elected shall reside respectively in Zones 1, 2, 3 and 4 and are to be known as Zone Councilmembers. Zone Councilmembers shall be elected by the qualified voters of the zone in which they reside.

General Councilmembers' seats or positions shall be individually designated by number or by letter or by other reasonable designation, and shall thereby be distinguished from one another for purposes of appointment and election.

(3) *Running for Another Council Office—Limitation.* No member of City Council may file for another City Council office, other than the office of mayor, if such other City Council office has a term overlapping the term of office that the member of council then holds, unless the member of council first gives written notice to the city clerk of intent to so file not later than 30 days prior to the date upon which one can first file for such other office. The giving of written notice of intention to file for such overlapping office shall constitute an irrevocable resignation of the office that the Councilmember then holds effective as of the date upon which the results of the general city election are certified for such other office. Notwithstanding any other provision of this Charter to the contrary, the office to be vacated by the irrevocable resignation shall be filled by the qualified voters for the balance of the term thereof at the same aforesaid general city election held after the notice of intent to file for the other office is given.

Section 2.2. Qualifications.

A councilmember hereafter elected or appointed shall be a qualified voter of the city and shall have been a resident thereof for at least two years immediately prior to **[**~~his or her~~**]** election or appointment. The four zone councilmembers hereafter elected or appointed shall be residents and qualified and registered voters of the respective zones provided for in Section 1.4. Each zone councilmember hereafter elected or appointed shall have been a resident of **that [**~~his or her~~**]** zone for at least one year immediately prior to **[**~~his or her~~**]** election or appointment. No councilmember shall be a candidate or nominee for or hold any other lucrative public office or hold a lucrative position in the city government during **the councilmember's [**~~his or her~~**]** term as councilmember, except the following persons shall not be disqualified: A member of the National Guard or Naval or Military Reserve or Notary Public. A city councilmember should not be employed by the City of Springfield or any of its departments, boards, or agencies for a period of one (1) year after leaving the position of councilmember. If a councilmember shall cease to possess the above qualifications or shall be convicted of a crime involving moral turpitude, **[**~~his or her~~**] the councilmember's** office shall immediately become vacant.

Section 2.3. Salary.

(1) The councilmembers shall receive no salary, but they, including the mayor, shall be reimbursed for any necessary specific expenses incurred in connection with their duties as provided by ordinance or resolution of the Council prior to incurring such expenses.

(2) The mayor shall receive a salary of $200.00 per month, provided, however, the council may provide a fund for incidental expenses incurred in the performance of **any mayoral [**~~his~~**]** duties not to exceed $100.00 per month, for which no accounting shall be required.

Section 2.6. Mayor; Election and duties.

The mayor shall be elected by the qualified voters of the city at large for a term of four (4) years and shall have no regular administrative duties. **The mayor [**~~He~~**]** shall preside at all meetings of the council and shall be recognized as head of the city government for all legal and ceremonial purposes and by the governor for purposes of military law. **The mayor [**~~He~~**]** shall have the same right to vote as any other member of the council, but shall have no veto power. The council shall also select from among the councilmembers a mayor "pro-tempore," who shall act as mayor during the mayor's absence or the mayor's inability to act. If a vacancy should occur, the mayor "pro-tempore" shall assume the office of mayor until the next election or until such time as Council shall call a special election.

Section 2.7. Appointment and removal of city manager.

The council shall appoint an officer who shall have the title of city manager and who shall have the powers and perform the duties provided in this Charter. No councilmember shall receive such appointment during the term for which **that councilmember [**~~he or she~~**]** shall have been elected or within one year after the expiration of **that councilmember's [**~~his or her~~**]** term. The appointment of the City Manager shall be for an indefinite term, and **the city manager [**~~he~~**]** may

be suspended by a resolution which shall set forth the reasons for **the [~~his~~]** suspension and proposed removal. A copy of such resolution shall be served immediately upon the city manager. The city manager shall have fifteen (15) days in which to reply thereto in writing, and, upon **their [~~his~~]** request, **they [~~he~~]** shall be afforded a public hearing, which shall occur not earlier than ten (10) days nor later than fifteen (15) days after such hearing is requested. After the public hearing, if one be requested, and after full consideration, the council by majority vote of its members may adopt a final resolution of removal.

Section 2.8. Prohibition of interference.

Neither the council nor any of its members shall direct or request the appointment of any person to, or **[~~his~~]** removal from, office by the city manager or by any of **the city manager's [~~his~~]** subordinates, or in any way interfere with the appointment or removal of officers and employees in the administrative service of the city. Except for the purpose of inquiry, unless specifically otherwise provided in this Charter, the council and its members shall deal with the administrative officers and services solely through the city manager, and neither the council nor any member thereof shall give orders to the subordinates of the city manager, either publicly or privately. Any councilmember violating the provisions of this Section shall forfeit **their [~~his~~]** office. Whether such violation has occurred shall be determined by the members of the council, and their decision shall be final.

Section 2.9. City Clerk.

The council shall elect an officer who shall have the title of city clerk. **The city clerk [~~He~~]** shall keep the journal of its proceedings and authenticate by **[~~his~~]** signature all ordinances and resolutions and record them in full in a book kept for that purpose. **The city clerk [~~He~~]** shall perform such other duties as may be required by statute, by this Charter, or by the council. The city clerk shall hold office at the pleasure of the council.

Section 2.12. Legislative proceedings.

In the transaction of legislative business, whenever the council shall act by ordinance, the following procedure shall be used: Every ordinance shall be by bill, which shall be written or printed form, and the enacting clause shall be "BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD." No bill, except those making appropriations and those codifying or rearranging existing ordinances, shall relate to more than one subject, which shall clearly be expressed in the title. Ordinances making appropriations shall be confined to the subject matter of the appropriation. Except as otherwise authorized herein, all bills shall either be read by title two times before final passage, not more than one of which shall be at the same legislative session; and at least one week shall elapse between introduction and final passage, except as otherwise provided herein. Emergency bills, bills pertaining to public improvement projects for which tax bills are to be issued, and any other council bill that may be acted upon at the same city council meeting under provisions of this Charter shall be required to be read or printed in the city council agenda only one time by title provided the reading or printing of such bill by title shall take place at the meeting at which final action is taken on the bill. The printing of the title of the bill shall constitute a separate reading of the bill each time it is printed in the city council agenda.

An ordinance may be passed as an emergency measure on the day of the introduction of the bill if it contains the statement that an emergency exists and specifies distinctly the facts and reasons constituting the emergency. No ordinance granting, enlarging, or affecting any franchise shall be passed as an emergency measure. The emergency procedure shall be restricted to the following:

(1) Bills concerning the immediate preservation of public peace, property, health, safety, or morals.

(2) An appropriation for payment of principal or interest of the public debt.

(3) An appropriation for the payment of current expenses of the city government or payment of compromise settlement of damage claims upon recommendations of the city attorney.

(4) Calling an election or providing for the submission of a proposal to the people.

(5) Any ordinance fixing any tax rate or assessment.

(6) Any ordinance relating to the public improvement to be paid for by special assessment.

Either the vote of two-thirds of the members of the council or the unanimous vote of those members present, whichever is the lesser, shall be required to pass an ordinance as an emergency measure.

Every bill introduced shall be filed with the city clerk on the day of its first reading and shall remain on file in **the city clerk's [**~~his~~**]** office for public inspection until it is finally adopted or fails of passage. Prior to the final passage of any bill, other than an emergency bill all persons interested therein shall be given an opportunity to be heard before the council, in accordance with such rules and regulations as the council may adopt. After the second reading of any bill and compliance with the other provisions herein, the Council may finally pass the bill with or without amendment; except that if the council shall make an amendment which constitutes a change in substance, the bill as amended shall be filed in the office of the city clerk for one additional week, and an opportunity afforded for further public hearing, after which final action may be taken thereon.

An ordinance, when passed by the council, shall be signed by the presiding officer and attested by the city clerk; it shall be immediately filed and thereafter preserved in the office of the city clerk; and, except as otherwise provided herein, shall be subject to the referendum provided in Article XIV of this Charter. Unless otherwise specified, every ordinance shall become effective thirty (30) days after its final passage. If an ordinance be submitted at a referendum election or as a result of an initiative petition, it shall become effective upon the declaration by the council, after canvassing the election returns, that it has received the favorable vote of a majority of those voting thereon.

Section 2.15. Investigator.

The council may appoint an investigator who shall serve for such term as the council may prescribe. **The investigator [~~He~~]** shall be a certified public accountant or a person specially trained and experienced in governmental or business investigation or administration. **The investigator's [~~His~~]** duty shall be to keep the council informed as to the work performed, methods, and financial affairs of the city. **The investigator [~~He~~]** shall not be responsible for the keeping of accounts. **The investigator [~~He~~]** shall make such investigations of the work of all departments of the city and such reports to the council as it shall require. **The investigator [~~He~~]** shall make such other investigations as the council may direct. **The investigator [~~He~~]** shall have access to all books and records of all departments of the city. If the council desires, **the investigator [~~he~~]** shall certify to the correctness of any or all financial reports before the same shall be regarded as official.

Section 3.1. Qualifications; Term of office.

The city manager shall be chosen by the council on the basis of executive and administrative qualifications with special reference to **[~~his~~]** experience in, and **[~~his~~]** knowledge of municipal administrations. **The city manager [~~He~~]** may or may not be a resident of the city or the state at the time of **[~~his~~]** selection, but shall reside within the city during **their [~~his~~]** tenure of office. **The city manager [~~He~~]** shall be appointed for an indefinite term, subject to removal as herein provided, and shall devote **their [~~his~~]** entire time to the duties of **the [~~his~~]** office. The manager shall designate in writing, filed with the city clerk, one of the department directors or one of the administrative assistants to perform the duties of the city manager in the event of **the city manager's [~~his~~]** absence or disability; if **the city manager [~~he~~]** should fail to do so, the council shall make such designation.

Section 3.3. Powers and duties.

The city manager shall be the chief executive and administrative officer of the city and shall be responsible to the council for the proper administration of all the city's affairs. To that end **the city manager [~~he~~]** shall have power and shall be required to:

(1) Appoint and, when necessary for the good of the service, remove all officers and employees of the city, except as otherwise provided in the Charter, and except as **the city manager [~~he~~]** may authorize the head of a department or office to appoint subordinates in such department or office or as **the city manager [~~he~~]** may authorize the director of human resources to remove temporary, seasonal, contract, and variable hour (non-regular, non-full-time) employees and interns.

(2) Prepare the budget annually and submit it to the council and be responsible for its administration after adoption.

(3) Prepare and submit to the council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the city for the year.

(4) Keep the council advised of the financial condition of the city and make recommendations concerning its future needs.

(5) Attend all meetings of the council and, insofar as possible, its committees, except when the council may be considering **the city manager's [~~his~~]** removal. **The city manager [~~He~~]** shall have the right to take part in discussions, but shall have no power to vote. **The city manager [~~He~~]** shall receive notice of all special meetings.

(6) Enforce all laws and ordinances and see that all contracts and franchises are faithfully performed.

(7) Perform such other duties as may be prescribed by this Charter or required **[~~of him~~]** by the council, not inconsistent with this Charter.

(8) Prescribe the powers and duties of officers and employees not otherwise prescribed by this Charter or by ordinance; may assign particular officers and employees to one or more of the departments; may require an officer or employee to perform duties in two or more departments and may make such other rules and regulations as may be necessary or proper for the efficient and economical conduct of the business of the city.

Section 4.2. Appointment, removal and duties of department heads.

At the head of each department there shall be a director who shall be an officer of the city and shall have supervision and control of the department, subject to the city manager. Except as may be otherwise provided by this Charter, all directors of departments shall be appointed by the city manager and may be removed by **the city manager [~~him~~]**. More than one department may be headed by the same individual; directors of departments may serve as chiefs of divisions, and the city manager may head a department, or more than one, with the consent of the council.

Section 4.3. Police department—Establishment; director.

There shall be a police department whose director shall be the chief of police. **The chief of police [~~He~~]** shall be appointed by the city manager and shall be qualified by training and experience in law enforcement.

Section 4.5. Fire department—Establishment; director.

There shall be a fire department whose director shall be the fire chief. **The fire chief [~~He~~]** shall be appointed by the city manager and shall be qualified by training and experience in fire fighting and prevention.

Section 5.1. Director—Appointment; qualifications.

The director of the department of finance shall be, or be appointed by, the city manager. **The director of the department of finance [~~He~~]** shall have knowledge of municipal accounting and taxation and shall have had experience in budgeting and financial control.

Section 5.2. Same—Powers and duties.

The director of finance shall have charge of the administration of the fiscal affairs of the city and to that end **the director of finance [~~he~~]** shall have authority and shall be required to:

(1) Keep books of account of the receipts and expenditures of all departments.

(2) Keep accurate detailed accounts of:

(a) All taxes assessed by the city and all money due to the city from any and every source.

(b) Moneys received and the several sources from which derived.

(c) All funds of the city and disbursements made therefrom and all obligations incurred.

(3) Prescribe the method of keeping accounts for all departments and offices of the city, which method shall be uniform as nearly as practicable and conform to the laws of the state.

(4) Examine and audit all accounts and claims against the city except claims for unliquidated damages. **The director of finance [~~He~~]** shall not issue or sign any draft, check or warrant until **the director of finance [~~he~~]** shall have verified the correctness of the account for which the same is issued; neither shall **the director of finance [~~he~~]** allow the payment of any account unless the money shall have been appropriated therefor, nor shall **the director of finance [~~he~~]** issue or sign any draft, check or warrant for any account against the city unless sufficient money is in the fund on which it is drawn.

(5) Balance the books of account of all departments of the city each calendar month under the direction of the city manager, who shall make monthly and quarterly public financial statements to the council.

(6) Present to the council annually, and whenever required by the council, a detailed statement of the financial condition of the city, which shall include all receipts and expenditures of the various departments; a detailed statement of the debt of the city, and the purpose for which it was incurred; and an inventory of all real estate, personal property, supplies, and equipment of the city, with both their cost and estimated current value.

(7) Serve as city treasurer and have custody of all public funds belonging to or under the control of the city, or any office, department, or agency of the city government; deposit all funds coming into **the director of finance's [~~his~~]** hands in such depositories as may be designated by resolution of the council, or, if no such resolution be adopted, in such depositories as may be designated by the city manager, subject to the requirements of law as to surety and the payment of interest on deposits.

(8) Have custody of all investments and invested funds of city government, or in possession of such government in a fiduciary capacity; have the safekeeping of all bonds, notes or other evidences of indebtedness of the city, and be responsible for the receipt and delivery of the same for transfer, registration or exchange.

(9) Have supervision and direction of the collection of all moneys due the city from any other source whatsoever unless otherwise provided by this Charter. All moneys due the city collected by any other officers or employees of the city shall be promptly accounted for and paid into the city treasury.

(10) As director of finance and as city treasurer, perform such additional duties not herein specifically set out as may be required **[**~~of him~~**]** by this Charter, by law, by ordinance or by the city manager.

(11) Be responsible for the approval of all proposed expenditures; and unless **the director of finance [**~~he~~**]** shall certify that there is an unencumbered balance of appropriated and available funds, no appropriation shall be encumbered and no expenditure shall be made.

(12) Collect all taxes, special assessments, license fees and other revenues of the city or for whose collection the city is responsible, and receive all money receivable by the city from the state or federal government, or from any court, or from any office, department or agency of the city, or from any source whatsoever.

(13) **The director of finance [**~~He~~**]** shall assess, or cause to be assessed, on a just and equitable basis, and as provided by law, all taxable property in such manner and within such time as the council may prescribe.

Section 5.3. Division of purchases.

There shall be established in the department of finance a division of purchases, the head of which shall be the city purchasing agent, who shall be appointed by the city manager. The purchasing agent, pursuant to rules and regulations approved by the city manager and adopted by ordinance, shall contract for, purchase, store and distribute all supplies, materials and equipment required by any office, department, board or other agency of the city unless otherwise provided in this Charter. **The purchasing agent [**~~He~~**]** shall also have power and shall be required to:

(1) Establish and enforce specifications with respect to supplies, materials and equipment required by the city.

(2) Inspect or supervise the inspection of all deliveries of supplies, materials and equipment, and determine their quality, quantity and conformity with specifications.

(3) Have charge of such general storerooms and warehouses as the city may maintain.

(4) Transfer to or between offices, departments or agencies, or, with the approval of the council, sell surplus, obsolete, or unused supplies, materials or equipment.

Section 5.8. Final budget and budget message.

The city manager, at least sixty days prior to the beginning of each budget year, or at such time in each year as shall be fixed by council, shall submit to the council a final budget with an explanatory message. For the purpose of preparing this budget and explanatory message, the city manager shall secure from the head of each office, department, or agency, who shall supply the same, detailed estimates of revenue and expenditures of that office, department of agency. The city manager shall also secure an estimate of all capital projects pending and of those which it is recommended should be undertaken (a) within the budget year and (b) within the next five succeeding years. In preparing the budget, the city manager shall review and may revise the estimates, as **the city manager [**~~he~~**]** may deem necessary.

The budget shall provide a complete financial plan for the budget year. It shall include the following:

(1) An itemized statement of estimated revenues from all sources for the year which the budget is to cover, together with a comparative statement of revenues for the last completed fiscal year and the year in progress.

(2) An itemized statement of proposed expenditures recommended by the city manager for each office, department, or agency for the year which the budget is to cover, together with a comparative statement of expenditures for the last completed fiscal year and year in progress.

(3) A statement of the amount required for the payment of interest, amortization and redemption charges on the debt of the city.

(4) Provision for contingent expense in an amount not to exceed five per cent of the total operating expenditures proposed under item (2) above.

(5) A general budget summary.

(6) Such other information as the city manager may deem essential, or as may be required by ordinance or by law.

The budget message shall be a full and complete explanation of the proposed budget, including reasons for any major changes from the preceding year. Expenditures proposed in the budget for each department, office or agency shall be itemized by character, object, function, activity and fund. The classification of revenue and expenditure accounts shall conform as nearly as local conditions permit to established and recognized standards of accounting. In no event shall the total amount of the proposed expenditures exceed the estimated income of the city.

Section 5.14. Expenditures limited to budget.

All allowable claims against the city shall be approved for payment by the department or agency head and by the director of finance. The city manager shall establish procedures for verification and oversight of such expenditures. Any such official who shall approve any claim for payment of which there is not a sufficient unencumbered balance in the fund or appropriation, or

which is in any way contrary to the provisions of this Charter, or law, or ordinance, shall be personally liable and liable on **that official's [~~his~~]** bond for the amount thereof, and may be removed from office.

Section 5.24. Sale of bonds.

All general obligation bonds, public utility bonds or sanitary sewer revenue bonds issued under this Charter shall be sold at public sale upon sealed proposals after notice published at least once in a newspaper published in Springfield, Missouri, such publication to be made at least ten days prior to the date of sale; provided, however, this section shall not apply if the City is selling sewer revenue bonds to a governmental agency. The director of finance shall mail notices by direct mail to all parties and financial institutions which in **the director of finance's [~~his~~]** opinion may be interested in the purchase of such bonds or who shall make written application therefor.

Section 6.1. Director—Appointment; qualifications.

The director of the human resources department shall be selected by the city manager on the basis of **[~~his~~]** training, experience, qualifications, and fitness in personnel administration.

Section 6.2. - Same—Powers and duties.

The Human Resources Director shall have authority and be required to:

(1) Hold competitive examinations for appointments in the classified service.

(2) Give publicity to all announcements of competitive examinations.

(3) Establish training and educational programs for municipal employees.

(4) Report, at least annually, to the personnel board regarding the operation of the personnel provisions.

(5) Prepare and recommend to the city manager and the personnel board such rules as **the director [~~he~~]** may consider appropriate to carry out the provisions of this article.

(6) Keep or supervise the keeping of such employee records as may be required by the merit system rules.

(7) Perform such other duties as may be required by this Charter, by ordinance, or by the city manager.

Section 6.3. Personnel board—Generally.

The council shall appoint a personnel board of nine members who shall designate one member as **chair [~~chairman~~]**. Members shall serve without compensation. This board shall be an independent agency deriving its power from the council. Members of the board shall be

qualified voters of the city and shall have resided in the city for at least two years immediately prior to their appointment; they shall be required to take the oath prescribed for city officers, including a statement therein that they are firm believers in the merit system for city employment. Official political party **committee members [**~~committeemen~~**]** shall be ineligible to serve as members of the board.

Section 6.10. Rights of employees.

Any employee under the classified service who shall be discharged or reduced in rank or compensation shall be presented with written reasons for such discharge or reduction within five days thereafter. The employee shall have the privilege of a public hearing before the personnel board. The board shall submit its recommendations to the city manager, who may at **the city manager's [**~~his~~**]** discretion reinstate the employee or restore **the employee [**~~him~~**]** to **the employee's [**~~his~~**]** former rank or compensation provided the decision of the city manager shall be supported by competent and substantial evidence which decision shall be reduced to writing stating the reasons therefor. In the event the city manager shall reverse or modify the recommendation of the board, the city manager shall file with the board in writing the reasons for such reversal or modification.

Section 6.11. Prohibitions.

No person in a classified service or seeking admission thereto, shall be appointed, promoted, reduced, removed, advanced, or retarded on any basis for any reason other than qualifications, merit, and fitness for the service or lack thereof. Any such actions shall be taken wholly without favoritism or discrimination and on no basis other than provided herein. No person shall willingly or corruptly make any false statement, certificate, mark, rating, or report in regard to any test, certification, or appointment held or made under the personnel provisions of this Charter, or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or other rules and regulations made thereunder. No appointive salaried officer or employee of the city shall continue in **their [**~~his~~**]** position after becoming a candidate for nomination or election to any public office. No person seeking appointment to, or promotion in, the classified service shall either directly or indirectly give, promise, render, or pay any money, service, or other valuable thing to any person for, or on account of, or in connection with, **their [**~~his~~**]** test, appointment, proposed appointment, promotion, or proposed promotion. No appointive salaried officer or employee of the city shall make any monetary contribution to the campaign of any candidate for city office. No appointive salaried officer or employee of the city shall during the hours when **they are [**~~he is~~**]** on duty engage in any form of political activity calculated to favor or improve the chances of any political party or any person seeking or attempting to hold political office, nor shall **they [**~~he~~**]** engage in any political activity when not on duty to such an extent that **their [**~~his~~**]** efficiency during working hours will be impaired or that **they [**~~he~~**]** will be tardy or absent from **their [**~~his~~**]** work. No appointive salaried officer or employee of the city shall directly or indirectly solicit or receive subscriptions or contributions of money for any candidate for city office, a campaign committee for any such candidate or on behalf of any person or committee when there is an election issue which involves an election to be held by the city or by the county clerk on behalf of the city. However, the prohibition against the receipt of contributions shall not apply to any such employee who holds an

office in a political organization and receives money in the course of **their [~~his~~]** duties in said office. No appointive salaried officer of employee of the city shall solicit any monetary contributions to the campaign funds of any candidate for office or to the campaign funds of any political organization when such funds are to be used to support candidates directly or indirectly. No appointive salaried officer or employee of the city shall use **their [~~his~~]** official title or job designation in the form of any political activity calculated to favor or improve the chances of any political candidate or any person seeking or attempting to hold political office. Nothing in this section shall be construed to prevent the exercise of the rights of the appointive salaried officers or employees as citizens to express their opinions and to cast their votes.

Section 6.12. Violations.

Any person who shall willfully or through culpable negligence violate or conspire to violate any provision of this article or of any ordinance made pursuant thereto for which no punishment is provided therein, shall be guilty of a misdemeanor, and upon conviction thereof in any court of competent jurisdiction, shall be punished by a fine of not less than one hundred dollars and not more than five hundred dollars. The conviction of any employee of any such offense shall operate automatically to terminate **the employee's [~~his~~]** service and to vacate **the employee's [~~his~~]** position. Any employee so removed from the service shall not be reinstated, re-employed, reappointed, or be permitted to re-enter the service of the city.

Section 7.1. City attorney—Appointment; qualifications.

There shall be a department of law, the director of which shall be known as the city attorney. **The city attorney [~~He~~]** shall be appointed by the city manager. **The city attorney [~~He~~]** shall be a resident of the City of Springfield, Missouri, and a duly licensed attorney of the State of Missouri. **The city attorney [~~He~~]** shall receive such compensation as may be fixed by ordinance.

Section 7.2. Same—Powers and duties.

The city attorney shall have the power and be required to:

(1) Conduct and carry on all civil suits, actions and proceedings on behalf of the city, represent the city in all legal matters in which the city is a party or interested, and unless otherwise provided by ordinance as herein authorized, represent the city in all cases before the municipal court.

(2) Advise the council or any committee or member thereof, the city manager and the heads of all departments, boards, commissions and offices concerning any legal questions affecting the city's interests.

(3) When requested by the council or any member thereof or by the city manager, draft proposed city ordinances or amendments thereto.

(4) Prepare or officially approve as to form, all contracts, deeds, bonds, and other documents to be signed in the name of, or made to, with, or for the benefit of, the city, endorsing **the city attorney's [~~his~~]** approval thereon in writing.

(5) Direct and supervise the revision of the city's ordinances, as herein provided, within three years after the adoption of this Charter, and thereafter shall maintain the system of continuous revision.

(6) See to the enforcement of all ordinances, franchises and public service commission rules and regulations relating to privately-owned utilities operating in the city and shall represent the city in the courts and before all public regulatory bodies in connection therewith.

(7) Perform such other legal duties as the council may by ordinance or resolution require.

Section 7.3. Assistants; Special counsel.

The council shall provide by ordinance for such assistant city attorneys as it may deem necessary, who shall be appointed by the city attorney with the approval of the city manager. Such assistant city attorneys shall assist the city attorney in **the city attorney's [~~his~~]** official duties with power and authority under **the city attorney's [~~his~~]** direction to discharge any of the duties of the city attorney. The city council shall further have the power to employ from time to time special legal counsel as it deems necessary.

Section 8.1. Director—Appointment and qualifications.

The city manager shall appoint the director of the department of public works, who shall be a graduate of an accredited school of engineering and shall be registered under the laws of Missouri and qualified to perform the duties required of **the director [~~him~~]** by this Charter and the ordinances of the city.

Section 8.2. Same—Powers and duties.
The director of public works shall serve as city engineer and shall have charge of:

(1) The designing, construction, reconstruction, supervision, and repair of all municipal buildings, bridges, viaducts, waterways, sewers, drains, levees, airports, public market facilities, off-street parking facilities, tunnels and structures, including alterations, replacements, additions, and appurtenances thereto, and maintenance of the same, unless otherwise provided in this Charter.

(2) The physical construction and improvement, and the physical maintenance of all parks, parkways, playgrounds, golf courses, recreational centers, camps, swimming pools, and all other city-owned land and buildings to be used for recreational purposes.

(3) The grading and improvement of all streets, alleys, highways, sidewalk spaces and public ways, and keeping the same open and in a safe and clean condition.

(4) The construction, reconstruction, repair, and maintenance of all pavements, curbs, and sidewalks.

(5) The collection and disposal of garbage, ashes and refuse, and treatment and disposal of sewage.

(6) The lighting of public grounds and highways, the laying of conduits, the location, erection and construction of poles and all structures in, on or over public grounds and highways, the granting of all permits to excavate into or disturb any highways or public property or to make any special use thereof; provided that, with respect to such functions, the duties of the department of public works and the public utility department shall be coordinated by the city manager.

(7) The inspection of gas, plumbing, electrical wiring, boilers, elevators, smoke, sanitary and safety equipment of all buildings and structures within the city, and such other inspectional duties as the council may by ordinance prescribe.

(8) The issuance and revocation of all building permits, and the administration of all building and zoning ordinances.

(9) The making and the keeping of records of all plats, surveys, drawings, and estimates, and the furnishing of all information and reports relating to public works or the public works department as may be required by the city manager.

(10) The making and keeping of records of location, direction, depth, and connection of all underground structures and equipment.

(11) The drafting of a city building code and amendments thereto for adoption by the city council.

(12) Notwithstanding any of the other provisions of this section to the contrary, other than paragraph number six (6), the director of public works shall not have charge of any of the properties, institutions, or facilities in charge of and operated by any of the administrative boards established by this Charter nor responsibility for the performance of any duty or function imposed upon or entrusted to any such board, though nothing shall prevent the director of public works from performing any appropriate public works activities for any board under agreement with the board.

As the director of public works and as city engineer, **the director [~~he~~]** shall perform such additional duties not herein specifically set out as may be required of **the director [~~him~~]** by this Charter, by law, by ordinance, or by the city manager.

Section 9.1. Director—Appointment; qualifications.

The director of the department of public health and welfare shall be appointed by the city manager. **The director [~~He~~]** shall be a physician graduated from a medical school approved or accredited by the American Medical Association or a sanitary engineer or other person qualified by training and experience in public health work. The department shall have such divisions as may be established by ordinance.

Section 10.18. Special assessment bonds and temporary notes.

The council may pay for any public improvement, or any part thereof, in cash from the public improvement fund; and when it deems it necessary or desirable, it may provide for the levy of assessments and the issuance of special tax bills against specific property chargeable therefor, the tax bills and the proceeds thereof to be held by and for the benefit of said fund, and for the issuance of temporary improvement notes and special assessment bonds against the sole security of said special tax bills, without in any manner imposing liability on the general funds of the city, in the following manner:

(1) Whenever the council shall deem it necessary or desirable to issue special assessment bonds to obtain revenue for the payment of the cost of any improvement or series of improvements, the cost of which is chargeable against specific property, provision shall be made for payment of special tax bills to be issued therefor in installments, which may, at the council's discretion, be payable at the same time, and in the same manner, as general city taxes are payable on said property. Thereupon, the director of finance shall certify annually a full list of the properties liable for the cost of such improvements, except such property upon which the special tax bills or assessments have been paid in full, together with the respective amounts due on each of said lots or pieces of ground, including the annual installments and interest on all unpaid balances for one year at the rate at which the special tax bills were issued, and such amount is certified shall be collected as other taxes are collected. The ordinance levying the special tax for the improvement may provide for the collection of two installments with interest not to exceed two years, or one installment and interest for one year, or more, in the first year in which assessment is to be collected, if the bond for such improvement or improvements and interest on the same mature in such manner as to require such levy.

(2) Where special assessment bonds are to be issued by the city, payable from special assessments against specific property, the owner of any lot or piece of land liable to any special assessment may redeem **their [**~~his~~**]** property from such liability by paying the entire amount chargeable against **their [**~~his~~**]** property at any time before the issuance of the bonds, or after the issuance of the bonds, by paying all of the installments and interest of the assessments which have been levied, and also the amount of the unlevied installments with interest on the latter at the rate of interest provided in said bonds from the date of the bonds to the time of maturity of the last installment. In all cases where installments of special assessments not yet levied are paid, as above provided, whether before or after the issuance of the bonds, the director of finance shall receipt therefor, and all sums so paid shall be applied solely to the payment of such improvements or the redemption of the bonds or notes issued therefor. Where any piece of property has been redeemed from liability for the cost of any improvement as herein provided, such property shall not thereafter be liable to further special assessment for the cost of such improvement.

(3) Where special assessment bonds are to be issued by the city as above provided, the council may issue temporary notes, bearing interest at a rate not exceeding six per cent per annum, maturing not later than the due date of the first installment of such bonds, and in no event not later than two years from the date of said notes, not exceeding in the aggregate the amount of

bonds which are to be issued and are then unissued, as shown by estimates on file in the office of the director of public works. Temporary notes may be issued for any or all of the improvements to be covered by such bonds, and may be issued from time to time, as required during the progress of work on the improvement or improvements to be included under such bonds. They shall be negotiable, but shall be issued against the sole security of the special tax bills or special assessment issued or to be issued in connection with the improvements, or any other special tax bills owned by the city which the council may desire to subject to the security thereof, and shall not constitute general obligations of the city. The temporary notes may be sold in the manner provided for the sale of bonds, or may be sold at private sale at not less than par and accrued interest. The notes shall be in the form usual for such bonds, except that coupons evidencing the interest need not be attached, shall be executed as are such bonds, and shall be redeemed and canceled before or at the time permanent bonds are issued in lieu thereof, so that the amount of temporary notes and bonds issued and outstanding shall not at any time exceed the estimated cost and expense of the improvement or improvements covered thereby.

(4) Where special assessment bonds are to be issued by the city as above provided, proceedings for construction of the work and issuance of special tax bills or special assessments shall be as required generally by this Charter, except that the resolutions declaring necessary the various improvements to be included therein shall recite the fact that payment from the public improvement fund shall be made in cash, to be obtained in whole or in part from the proceeds of sale of temporary notes or special assessment bonds; the estimate of cost of each improvement shall be made under oath by the director of public works or some other competent person designated by the city manager, and the estimate shall be submitted to the council for its approval. Performance of the work called for by the various improvement projects may be done only by contract, and before any work or improvements shall be commenced the money to pay for the same must be set aside in the public improvement fund or provision shall be made for the issuance of temporary improvement notes preliminary to issuance special assessment bonds to pay for such improvement. The bonds shall be issued to mature in not more than ten installments of approximately equal amounts each year, the first installment to mature in not more than two years after the date of issuance and the last installment to mature in not more than eleven years after date of issuance. In lieu of issuance of single installment bonds, the series issued may be divided into ten substantially equal groups, each group maturing each year on substantially the same schedule as though an individual bond was payable in installments. No series of bonds shall be issued in payment for any public improvement or improvements in excess of the actual cost and expense of all the improvements included therein, but the installment coupons shall include the interest on such installment to the maturity thereof. Bonds issued by the city shall be signed by the mayor and attested by the city clerk under the seal of the city. Interest or installment coupons shall be so signed, but may be signed with a facsimile of the signature of any such officer. The bonds shall be validated by the proper court as authorized by law and shall be sold or offered for sale in the same manner as other bonds of the city are sold. None of the said bonds shall constitute general obligations of the city, but shall be issued against the sole security of the special tax bills or special assessments issued or to be issued in connection with the various improvements covered thereby, or of any other special tax bills owned by the city which the council may desire to subject to the security thereof. Provision may be made by the council for calling or retiring any bond on installment thereof prior to maturity. The bonds shall recite the authority under which

they are issued, and that they are issued in conformity with the provisions, restrictions and limitations thereof, and they, with the interest thereon, are to be paid by the city in accordance with this Charter. Such recitals, when the bonds have been duly validated as herein provided, shall impart absolute verity and shall be conclusive in favor of all persons purchasing said bonds, that all proceedings and conditions precedent have been had and performed to authorize the issuance of such bonds.

(5) The provisions of Section 5.21 of this Charter shall not be applicable to temporary improvement notes or special assessment bonds issued under this Article.

Section 11.1. Planning and zoning commission—Organization.

There shall be a city planning and zoning commission which shall consist of nine members, who shall be appointed by the council, none of whom shall hold any other public office or position in the city.

The city manager and mayor shall serve as ex-officio members of the commission. The commission shall elect its **chair [**~~chairman~~**]** from among the appointive members.

Section 11.2. Planning and zoning commission—Powers and duties.

The city planning and zoning commission shall have the power and shall be required to:

(1) Prepare and recommend to the city council a master plan, and amendments thereto, for the physical development of the City, as defined in this Article.

(2) Prepare and recommend regulations pertaining to subdivision and development of land to the city council.

(3) Review and approve subdivisions and development of land in accordance with the authority and procedures established by the city council.

(4) Prepare for the city council an official map of the City and make recommendations with respect to proposed changes in such map.

(5) Review and make recommendations with respect to proposed changes in the zoning ordinance and zoning map.

(6) Hold public hearings on requests for rezoning, amendments to the zoning ordinance, amendments to the comprehensive plan, and such other planning and zoning matters as may be required by law or the provisions of this Charter. Rules with respect to the conduct of public hearings shall be adopted by the commission.

(7) Review and recommend proposed capital improvements which in the opinion of the commission are necessary or desirable to be constructed.

(8) Promote public interest in and understanding of the comprehensive plan and of zoning and planning.

(9) Perform such other investigations and studies as may be referred to it by the city council or the city manager and make recommendations thereto.

(10) Meet not less than once each month and keep a public record of its resolutions, findings and determinations.

The planning and zoning commission shall have the power to:

(1) Secure information and assistance from the director of planning and the department of planning in relation to its work.

(2) Request additional assistance from the city manager, who may at **the city manager's [~~his~~]** discretion assign members of the staff of any administrative department or direct any such department to make special studies requested by the commission.

(3) Recommend appropriations to the city council in order to carry out the duties of the commission as set forth in this Article.

(4) Prepare and recommend plans for the replanning, improvement and redevelopment of neighborhoods.

(5) Prepare and recommend plans for the replanning, reconstruction or redevelopment of any area or district which may be destroyed in whole or in part or seriously damaged by fire, earthquake, flood or other disaster.

(6) In the performance of its functions, enter upon any land at reasonable times, after giving reasonable notice to the owner or occupant thereof, and make, or cause to be made, examinations and surveys of such land.

(7) Make reports and recommendations relating to the master plan to public officials and agencies, public and private utility companies, civic, educational, professional and other organizations and citizens.

(8) Exercise authority pertaining to planning and zoning as set forth in Sections 89.300 through 89.480 RSMo. or as amended when authorized by city council or this Charter.

(9) Require all public officials, upon request, to furnish to the commission within a reasonable time all available information it requires for its work.

Section 11.3. Director of planning.

There shall be a Department of Planning, the director of which shall be known as the Director of Planning. **The Director of Planning [~~He~~]** shall be appointed by the city manager. **The**

Director of Planning [~~He~~] shall have such educational and experience qualifications as will enable **the Director of Planning [~~him~~]** to understand and deal with the broad range of urban development issues and processes in the City and to organize and administer the work of a professional planning staff.

Powers and Duties:

The Director of Planning shall have the following powers and duties:

(1) Make recommendations with respect to city planning, zoning, land use and development to the planning and zoning commission, the mayor and council, the city manager and other departments and agencies of the City.

(2) Direct and supervise a planning staff in the Department of Planning.

(3) Provide technical and expert assistance to the planning and zoning commission and the board of adjustment.

(4) Solicit recommendations and secure data from other City departments and agencies relative to urban development issues and problems.

(5) Direct the preparation and updating of a comprehensive or master plan for the orderly development and redevelopment of the City.

(6) Discuss with, and explain to the public, principles, policies and procedures or urban development and redevelopment and provide the city council and the planning and zoning commission, from time to time, with reports on new or current planning ideas and practices and land use control techniques.

(7) Keep the records of the planning and zoning commission and the board of zoning adjustment.

(8) In the performance of **the director's [~~his~~]** functions, the director, or **the director's [~~his~~]** representative, may enter upon any land at reasonable times and after giving reasonable notice to make examinations or surveys.

(9) Perform such other duties as may be assigned by the city manager.

(10) Perform those functions delegated to the director by ordinance.

(11) Maintain liaison and cooperate with local, state, and federal government concerning development of the City.

Section 11.14. Buildings in mapped streets.

The council may provide by general ordinance that no permit shall be issued for any buildings or structures or any part thereof on any land located between the mapped lines of a street

as shown on the official map. Any such ordinance shall provide that the board of adjustment or, if the council so provides, a special board of appeals created for the purpose by the council, shall have the power, upon an appeal filed with it by the owner of such land, to grant a permit for a building or structure or part thereof in any such mapped street location in any case in which such board finds, upon the evidence and arguments presented to it upon such appeal, (a) that the entire property of the appellant, of which such mapped street location forms a part, cannot yield a reasonable return to the owner unless such permit be granted and (b) that, balancing the interest of the municipality in preserving the integrity of the official map and the interest of the owner of the property in the use and benefits of **their [**~~his~~**]** property, the grant of such permit is required by considerations of reasonable justice and equity.

Section 11.15. Hearings on building in mapped streets.

Before taking any action, the board of adjustment or special board of appeals shall hold a hearing at which the parties in interest shall have an opportunity to be heard. At least ten days' notice of the time and place of such hearing shall be given to the appellant by mail at the address specified by the appellant in **their [**~~his~~**]** appeal petition. In the event that the board of adjustment grants a building permit in any such appeal, it shall have the power to specify the exact location, extent, ground, area, height, duration and other details and conditions to govern the building, structure or part thereof for which the permit is granted.

Section 12.5. Marshal.

The chief of police, **the chief's [**~~his~~**]** subordinates, and other conservators of the peace may serve as marshal and deputy marshals of the municipal court and shall enforce its orders, judgments and decrees.

Section 13.4.1. Nomination by petition.

Nominations of candidates for all elective offices shall be by petition. Petitions for zone councilmembers shall be signed by not less than one hundred (100) registered voters who are entitled to vote for the candidate so nominated. Petitions for officials elected by the entire city shall be signed by not less than two hundred (200) registered voters of the city.

No voter shall sign more than one nominating petition for the same office, and should a voter do so, **their [**~~his~~**]** signature shall be void except as to the petition first filed. This provision shall not be construed as preventing a voter from signing both a petition for a councilmember from **their [**~~his~~**]** own zone and also for as many general councilmembers as are to be elected. Each signer of a petition shall designate **their [**~~his~~**]** residence by street and number, or by other description sufficient to identify **their [**~~his~~**]** place of residence.

The signatures on the nominating petition need not all be appended to one paper, but each separate paper shall bear the statement setting forth the election date, the office to be filled, and the name of the candidate on whose behalf the petition is being filed. In addition there shall be attached to each such paper a signed statement of the circulator thereof, stating the number of signers of such paper, that each signature appended thereto was made in **their [**~~his~~**]** presence and

is the genuine signature of the person whose name it purports to be, and that **the circulator [~~he~~]** believes each such signer to be a legal voter.

Nominating petitions shall be filed with the city clerk with the statement of candidacy, and shall be in substantially the following form:

We, the undersigned registered voters of the City of Springfield, Missouri, respectfully petition and request the name of _____residing at _____, be placed upon the ballot as a candidate for the office of _____ to be voted for at the election to be held on the _____ day of _____, 19___, and we, individually, signify that our names have appeared on the roll of registered voters within the last year, and that we are qualified to vote for this candidate:

Name	Street and Number	Date of Signing
_____	_____	_____
_____	_____	_____

STATEMENT OF CIRCULATOR

The undersigned is the circulator of the foregoing paper containing _____ signatures. Each signature appended thereto was made in my presence and is the genuine signature of the person whose name it purports to be. I am a registered voter, qualified to vote for this candidate, and I believe each signer is a registered voter qualified to vote for this candidate.

_____(Signature of Circulator)
_____(Address)

ACCEPTANCE OF NOMINATION AND STATEMENT OF CANDIDACY

I hereby accept the nomination for the office of _____ and file this statement of candidacy. I declare that I meet all requirements to hold said office, and that I agree to serve if elected.

Signature of Candidate_____

Date and hour of filing_____

This petition is filed by _____ whose address is _____. Received by _____.

Signature of City Clerk_____

Within five (5) days after the filing of a nominating petition the city clerk shall notify the candidate and the person who filed the petition whether or not it is found to be sufficient. If a petition is found insufficient, the city clerk shall return it immediately to the person who filed it with a statement certifying wherein the petition is found insufficient. Within the regular time for

filing petitions a new or supplemental petition may be filed for the same candidate. The petition of each candidate nominated shall be preserved by the city clerk until the expiration of the term of office for which **the candidate [~~he~~]** has been nominated.

Section 14.3. Petitions.

All petition papers comprising an initiative or referendum shall be assembled and filed with the city clerk as one instrument. Every initiative petition shall contain the full text of the measure proposed and every referendum shall contain the full title of the ordinance referred, but the signatures to any petition need not all be appended to one paper. Each signer, after **their [~~his~~]** name, shall designate **their [~~his~~]** residence by street and number, or by other description sufficient to identify **their [~~his~~]** place of residence, and the circulator of each such paper shall make oath before an officer competent to administer oaths that **the circulator [~~he~~]** believes each signature appended to the petition to be the genuine signature of the person whose name it purports to be, that **the circulator [~~he~~]** believes each such signer to be a legal voter, and that all signatures were affixed in **the circulator's [~~his~~]** presence, and shall designate **the circulator's [~~his~~]** residence by street and number.

Section 14.4. Filing and certification of petition.

Within twenty days after a petition is filed, the city clerk shall determine whether each paper of the petition has a proper statement of circulator and whether the petition is signed by a sufficient number of qualified electors. If a petition paper is found to be signed by fewer persons than the number certified, the signatures shall be accepted unless void on other grounds. After completing **the city clerk's [~~his~~]** examination of the petition, the city clerk shall certify the result thereof to the council at its next regular meeting. If **the city clerk [~~he~~]** shall certify that the petition is insufficient, **the city clerk [~~he~~]** shall set forth in **the [~~his~~]** certificate the particulars in which it is defective and shall at once notify the person filing the petition of **the city clerk's [~~his~~]** findings.

Section 14.5. Amended petitions.

An initiative or referendum petition may be amended at any time within ten days after the notification of insufficiency by filing a supplementary petition upon additional papers executed and filed as provided in case of an original petition. The city clerk shall, within five days after such an amendment is filed, make examination of the amended petition; if the petition be still insufficient, **the city clerk [~~he~~]** shall file **a [~~his~~]** certificate to that effect in **the city clerk's [~~his~~]** office and notify the person filing the petition of **the city clerk's [~~his~~]** findings, and no further action shall be had on such insufficient petition. A finding of insufficiency in a petition shall not prejudice the filing of a new petition for the same purpose.

Section 14.13. Effect of election.

If a majority of those voting in such recall election shall vote in favor of the recall, then a vacancy shall exist, regardless of any defect in the recall petition. Such vacancy shall be filled as provided in Sections 13.4 and 13.5 of this Charter. If a majority of those voting in such election shall vote against the recall, the official shall continue in office. An official who has been recalled

shall be ineligible to serve in the City in any capacity at any time during the remainder of the term for which **the official [~~he~~]** was originally elected.

Section 14.14. Limitation on recall.

No officer shall be subject to recall within six months after **the officer's [~~his~~]** induction into office, nor during the last six months of **the officer's [~~his~~]** term. If **the officer [~~he~~]** is retained in office by any recall elections, **the officer [~~he~~]** shall not again be subject to recall within a period of six months thereafter.

Section 15.5. Members; terms; qualifications and restrictions.

Except as otherwise specifically provided in this Charter, all boards established or authorized by this Charter shall consist of nine members appointed for a term of three years and until their successors are appointed and qualified. The Springfield Mayor's Commission on Human Rights and Community Relations shall consist of not less than five nor more than fifteen members appointed for a term of three years and until their successors are appointed and qualified. In the event a person fails to serve a full three year term, the successor shall be appointed for the unexpired term. The appointing authority shall have the power to make appointments for periods which are shorter than the required term in order to stagger terms so that one-third of the members are appointed each year. In addition thereto, the city manager may serve as ex-officio member if so provided in this Charter or in the ordinance establishing said boards. Members shall have resided in the city not less than two years immediately prior to their appointment, be qualified voters therein, shall reside in the City during their term of office; and shall take the oath prescribed for City officers and shall serve without compensation. When the city council determines that it is in the interest of the City to establish a board to advise the city council concerning inter-local matters provisions of this section pertaining to City residency and the number of members on advisory boards shall not apply. The city council may agree with other governmental agencies concerning the qualifications and composition of boards which are established to advise the city council about inter-local governmental matters.

During their term of office no member of any board shall be a member of any committee or organized group connected with any political party or promoting the candidacy of any person for municipal office. Members of all boards shall have the same qualifications as provided in this Charter for at-large councilmembers. However, no person shall be appointed to any board for more than two consecutive three-year terms and as far as practical, membership of boards and committees shall be representative of the various parts of the City.

A member of an administrative board of the City shall be prohibited for a period of one (1) year after leaving **the member's [~~his~~]** position on such board from being hired as an employee of said board.

Section 15.6. Appointment and removal.

Except as otherwise provided in this Charter, members of advisory boards shall be appointed by the council or as otherwise provided herein or as provided in the ordinances

establishing such advisory board, and all members of such board shall be removable by the council. Members of administrative boards shall be appointed by the city manager with the approval of the council; such approval shall not be given until a period of at least two weeks shall have elapsed after such appointment is made, and if the council shall take no action thereon for 30 days after such appointment is made, it shall be deemed approved. Members of such boards may be removed by the appointing officer at any time with the approval of the council; provided, that any member so removed shall, if **the member [~~he~~]** so requests, have a hearing by the council before such removal.

Section 15.12. Organization and procedure.

Such boards shall organize annually by electing one of their members as **chair [~~chairman~~]** and such other officers as said board may deem necessary, and each of such boards may establish such rules of procedure and organization as it deems necessary not inconsistent with this Charter, or with the ordinances establishing the board, or with the laws of this state.

Section 15.18. Children's home board.

There is hereby established a children's home board which shall take charge of and operate, in accordance with the terms of this Article, homes for orphaned children and children of indigent parents, now owned or established or which may be hereafter acquired by the City.

In addition to the powers granted by this Article, the said children's home board shall have power to make all necessary rules and regulations for the admission of children to said home, but no child shall be admitted thereto who has not been a bona fide resident of said city for a period of not less than three months next immediately preceding **[~~his~~]** admission to said home, and in the admission of children, preference shall be given to those whose parents are both dead or who have abandoned them; provided, that no religious or sectarian requirement shall ever be made for such admission.

The said board shall have the power to fix and maintain such charges as they deem proper for the admission and retention of children in said home to the end that parents who are able to contribute to the support of their children may be required to do so according to their ability.

The children's home board shall cooperate in all respects with the department of public health and welfare.

Section 16.4. Organization of the board.

Upon its first meeting after appointment, such board of public utilities shall organize by electing one of its members as **chair [~~chairman~~]**, one as **vice-chair [~~vice-chairman~~]**, and another of its members, or the city clerk, as secretary, to serve for a term of one year. Such **chair [~~chairman~~]**, or in **the [~~his~~]** absence **of the chair**, the **vice-chair [~~vice-chairman~~]**, shall preside at the meetings of the board. The secretary or, in **the [~~his~~]** absence **of the secretary**, an acting secretary elected by the board, shall attend such meetings and keep a record of all actions taken at the meeting. Such officer shall perform such other duties as the said board may from time to time

specify. All records of the said board are hereby declared to be public records, and any person shall, at reasonable time and under such reasonable regulations as the board may determine, be permitted to examine the records. Five members of the board shall constitute a quorum for the transaction of business. All members of the said board shall serve without any compensation except the necessary expenses of their office; the expenses thereof to be paid out of the revenue of the utilities operated by the said board. If the board is required by the council to give bond, the cost of the same shall be paid out of the revenue of the utilities operated by such board.

Section 16.5. Restrictions on the board.

Not more than six members of the said board shall belong to the same political party, and the administration of such board shall be in all respects entirely nonpartisan. No member of the said board shall, during **the member's [~~his~~]** term of office thereon, be a candidate for office, nor shall **the member [~~he~~]** hold any other office, either school board, city, county, state, or federal during **the member's [~~his~~]** official term; nor shall **the member [~~he~~]** be a member of any party organization or committee to further the candidacy of any person for municipal public office. Upon becoming a candidate for public office or accepting any of the offices aforesaid, during the term, **the member [~~he~~]** shall be deemed thereby to have immediately resigned as a member of the said board, and **the member's [~~his~~]** membership shall be thereby ipso facto vacated.

A member of the board shall be prohibited for a period of one (1) year after leaving **the member's [~~his~~]** position on the board from being hired as an employee of the board.

Section 16.10. Funds.

All moneys due to and collected by the public utilities from any source shall be paid to the comptroller of such utilities and deposited by **the comptroller [~~him~~]** daily in the City depository to the credit of such public utilities and shall be disbursed by **the comptroller [~~him~~]** only in accordance with the provisions of this Article or of any ordinance now in effect or hereafter enacted relating to the bonded debt of such public utilities.

The said comptroller shall be appointed in such manner as the board of public utilities shall direct and shall give bond to the board of public utilities and to the City jointly in such sums and on such conditions as the council shall by ordinance provide, the cost of said bond to be paid out of the revenue of the public utilities operated by the board.

Section 16.14. Employees of public utilities.

The said board shall appoint and may remove the manager; who may, with the approval of the board, appoint and remove **the manager's [~~his~~]** assistants and the heads of departments; all other employees shall be hired, promoted, reduced or discharged in accordance with rules established by the board designed to secure and retain employees strictly on the basis of their merit and without regard to favoritism. The board shall determine the duties and compensation of all employees. No individual member of the said board shall request or recommend the employment, retention, promotion, reduction, retardation, or discharge of any employee and such request or recommendation shall be sufficient cause for removal of such board member from office.

Section 18.1. Occupations.

License taxes and regulations may be imposed by ordinance upon all lawful objects of taxation, including, but not limited to, the following:

(1) Abstractors, certifiers or guarantors of land title; escrow service in land transfers; accountants; adjusters of claims; addressing businesses; advertising of any kind or by any means, and advertising advisors; artists; composers or writers; aerial surveying; airports; aircraft transportation; amusement ticket brokers or sellers; amusement parks; animal shows; appraisers; architects; arenas; art galleries; assayers; artists; athletic; boxing, sparring, or wrestling exhibitions or contests; auctioneers; auction criers; automobiles; automobile dealers; automobile shows; bail **bond agents [**~~bondsmen~~**]**; bowling or ball alleys; banks, bankers; barber or beauty shops; barge lines and terminals; baseball parks; bath houses; beer depots or storerooms; beer or wine gardens; bicycles; billboards or bill posters; billiard or pool tables or other tables or instruments used for amusement; blacksmith shops; blue prints or photostat makers; board, livery or sales stables; boarding, lodging or rooming houses; bonding or surety companies; bottle exchanges, bottling plants; brewers or breweries; broadcasting stations; building management, operation or maintenance; building, house or window cleaners; buildings, or savings and loan associations; buses; building companies; carnivals; carters or **haulers [**~~draymen~~**]**; caterers; cemeteries; chauffeurs; check rooms; chemists; children's nurseries; chiropodists; chiropractors; cigarettes and tobacco of all kinds; circuses; claim agents; clairvoyants; clearing houses; cold, garment, household goods, locker, lot or merchandise storage; freight transfer or other warehousing; collectors of accounts or claims; commission merchants or agents; concerts; contract haulers; contract tailors; convalescent or nursing homes; crematories; curb market merchants; dairies; dance halls; dentists; designers; detectives; detective agencies or investigators; development companies; distillers; or distilleries; malt dealers; dealers or distributors of goods, wares or merchandise, new or used; docks, piers, wharves or other landing places; dog kennels; dogs; drivers of motor vehicles; dram shops or taverns; drugs, druggists and drug stores, wholesale and retail; drummers or **salespersons [**~~salesmen~~**]**; electrologists; embalmers; employment agencies; engineers; engravers; excursion boats; exhibitions; ferries or other boats; filling or service stations; finance or loan companies; fire or burglar alarm systems; food and all other processors; freight or other forwarders; fumigators; funeral directors; gasoline; garbage removers; gaugers; geologists; gift, premium or trading stamp enterprises; gold refiners or goldsmiths or silversmiths; golf courses; driving ranges and any other golf enterprises; grain elevators; gunsmiths; gymnasiums; health institutes or reducing parlors; hawkers, hucksters or peddlers; horse shoers; hospitals, sanatoriums or sanitariums; hotels; inspectors; installation with or without sale; insurance companies; interpreters; investment or trust companies; itinerant vendors, traveling or auction stores; itinerant wholesale produce dealers; jobbers; junk dealers, merchants or peddlers; laboratories; labor or public relation counselors; laundries; and self-service laundries; lenders and their agents; lithographers; linotyping; liquor; wholesale or retail liquor dealers; locksmiths; lumber measurers; lunch stands, counters or wagons; machine shops; manufacturers; manicurists; market places; masseurs; mercantile agents or agencies; merchants; merry-go-rounds; midwives; mining companies; money transportation; moving picture film producers, distributors, exchanges or rental establishments; motor vehicles;

motorcycles; motor scooters; moving picture exhibitions or shows; museums; music arrangers or bureaus; natural gas companies; navigation companies or steamboat lines; news agents, dealers or distributors; newspapers, newspaper publishers, agents, dealers or distributors; news service or bureaus; nurseries or **nursery operators [**~~nurserymen~~**]**; office buildings; oil companies; operatic, theatrical or other performances; opticians, optometrists; orchestras or bands; packing or slaughterhouses; parades; parking lots; passenger stations or terminals; pawnbrokers; pest exterminators; photographers; pipe lines; pipes, poles, wires or conduits of public utility companies; poultry shows; printing establishments; public amusements and entertainments; public carriers; public garages; public halls; public lecturers; public meetings; public movers; public scales and weighers; public utilities of all kinds; publishing companies; pushcarts; quarries; race tracks; realtors; realty brokers and **salespersons [**~~salesmen~~**]**; rectifiers; refrigerating companies; rendering plants; restaurants; runners; safe depositories; salary brokers or buyers; scalp treaters; selling or storing gasoline; service cars; service car drivers; shoe shining parlors; shooting galleries; sight-seeing tours; signs; skating rinks; slot machines; solicitors; sport events or exhibitions; statisticians; stock or merchants' exchanges; stockyards; storage houses; street railway cars and companies; street stands; surveyors; swimming pools; tailors; tanners; taxicabs; taxicab drivers and companies; taxidermists; ticket agents; theaters; toll bridges or viaducts; trailer or tourist camps or courts; transfer companies; travel or traffic bureaus; truck terminals; trust companies; typographers or type setters; undertakers; upholsterers; vehicles; veterinarians; veterinary hospitals; wine manufacturers; wineries; woodworkers;

(2) And upon agents or agencies for the sale of automobiles; bus or railroad tickets; cash registers; exports or imports; ice; lightning rods; lumber; magazines; monuments; nursery stock; oil, mining or other stocks; real estate; sewing machines, or any other property;

(3) And upon telegraph companies; telephone companies; street railway cars and companies; electric companies; gas companies; subway companies; conduit companies; heating companies, lighting companies; water companies; transportation companies; and utilities of whatsoever name, kind or character, like and unlike; coal and other fuels, ice or dry ice dealers; ice cream dealers; dairy product dealers; livestock dealers; produce dealers; rental agents; agents and all agents of whatever kind or character; detective or detective agencies; renovating and repair establishments; lumber brokers and agents; loan companies; **bail bond agents [**~~bondsmen~~**]**; brokerage companies; electrical supply establishments; automobile establishments and agencies; electric charging stations; washing establishments; automobile repair shops; rest homes and homes for the aged; dealers in orthopedic, medical and surgical supplies, and manufacturers; rooming houses, boarding, apartment, and tenement houses; confectioners; office business, and professional buildings; public grounds, arenas and halls; wagon yard establishments; stable keepers; shows; parades; public animal, automobile shows or exhibitions; menageries; cycloramas; panoramas; signs; shooting galleries; clairvoyants and fortune tellers; palmists; lung testers; muscle developers; all vehicles, public, or private, automotive and otherwise; auction house establishments; automatic machines or devices; coin-operated devices; pool and billiard rooms and halls; sales of goods by common carriers or agencies; clothes pressers and cleaners; linen and towel supply establishments; dye houses; diaper services; radio broadcasting and television stations and companies; ambulance companies; food lockers and cold storage plants; shoe repairs and shoe repair establishments;

(4) And upon agents or agencies for bonding companies; buyers; distilleries, express companies; financing; insurance companies; laundries, cleaners and dyers; manufacturers; merchants; railway traffic; rentals, sellers; shippers; steamships; surety companies; theatrical bookings; and for any other persons or purpose;

(5) And upon brokers of whatever class or character, including but without limiting the generality of the foregoing, brokers of the following kinds: bond; bonding company, business; commodity; customhouse; feed; financial; food products; fruit; grain; insurance; investment; liquor; loan; meat; merchandise; patent right; produce; real estate; scrap metal; steel; stock; surety company; and theatrical booking brokers;

(6) And upon contractors and subcontractors for the construction, alteration, repair or performance of air conditioning; airports; alleys; asphalt work; badminton or tennis courts; bridges; brickwork; building or house moving; razing, shoring or wrecking; building, carpentry; caulking; cement or concrete work; culverts; decorating; dredging; drilling; electrical work; excavating; flooring; foundations; grading; guttering or spouting; heating; home building; kalsomining; land clearing; lathing; mausoleums; millwrighting; ornamental work; painting; paper hanging; paving; pile driving; pipe lines; plastering; plumbing or gas fitting; power piping; power plants; prefabricated buildings; railroads; rigging; roads, road oiling; roofing; sashing; scaffolds; sewers; sheet metal work; sidewalks; steam fitting; steel erection; stone work; streets; street lighting; tanks; terrazzo or tile work; tin work; tuck pointing; trenches; ventilation; waterproofing; water works; weather stripping, and all other improvements on real property; and those engaged in the sale or products in connection therewith;

(7) And upon rebuilding, renovating, selling, repairing, maintaining, or storing accounting machines; air conditioning equipment; air compressors; aircraft; aluminum products; amusement devices; art glass; awnings; bicycles; boilers; calculating machines; cameras; carpets; clothing; contractor's equipment; cranes; dishwashing machines; duplicating machines; electric appliances; elevators; engines; fire escapes; furnaces; furniture; gas appliances; gas or electric ranges; gauges; hotel or restaurant equipment; industrial or technical instruments; intercommunicating systems; lifting jacks; jewelry; kitchen equipment; laboratory equipment; lawn mowers; leather goods; machinery of all kinds; meat choppers; motors; motor vehicles or parts thereof; musical instruments; numbering machines; office equipment; organs; phonographs; pianos; printing presses; public address systems; pumps, radios; radio equipment; railroad or tank cars; recording equipment; refrigerators; refrigeration systems; rugs; safes; sash metal; saws; scales; shoes; silverware; slicing machines; smoke stacks; soda fountains; sporting goods; stairs; statuary; stokers; stoves; surgical instruments; surveying instruments; store or office fixtures; tape machines; tanks; television sets or equipment; tiles; tires; trailers; typewriters; umbrellas; vacuum cleaners; vending machines; washing machines; watches; windows, and all other kinds of property;

(8) And upon renting, selling, leasing, hiring and repairing aircraft, air compressors; automobiles; beds; bicycles; books, business or shoe machinery; chairs or tables, clothing; contractor's equipment; costumes; cranes; desks; electric or compressed hammers; fans; floor surfacing machines; horses; job wagons; lamps; motion picture projecting equipment; musical

instruments, office equipment; oxygen tents; paint sprayers; portable saws; radios; recording equipment; refrigerators; scales; sewing machines; tank cars; tents; television sets; therapeutic devices; tools, trailers; trucks; typewriters; vacuum cleaners; washing machines; water coolers; welding equipment; and any other property of any class or character;

(9) And upon schools and academies of art; business; correspondence; dancing; dramatics; expression; language; music; nursery; riding; and technical and trade schools or colleges;

(10) And upon services rendered in connection with air conditioning systems; aircraft stations; aircraft transportation; air express; ambulances; apron supply; armature rewinding; automobile livery; battery charging; bleaching, cleaning, dyeing or pressing; boiler cleaning, inspection or setting; bookbinding; bookkeeping; buffing, grinding or polishing; building reports; check cashing; chimney cleaning; credit associations, bureaus or agencies, delivery of goods, baggage or parcels; desiccating; diapers, die cutting; duplicating; electrical transcription; electronic service; electroplating, embossing, enameling, feather renovating; film developing; filters; finders of missing persons; floor refinishing or maintenance; fluorescent lighting maintenance; furniture refinishing; galvanizing; grinding or sharpening; heating or refrigeration; hoisting; income or other tax returns or tax services; information or inspection bureaus; insurance inspection bureaus; insurance railroad and other rating bureaus, janitor service; linen supply; linoleum laying; machinery designing; mailing; mail order houses; market research; messengers; metal finishing; spraying or stamping; mirror resilvering; motor vehicle oiling, repossessing, steam cleaning, towing, washing, wheel aligning or wrecks, motor vehicles or part of equipment thereof; mothproofing; multigraphing, office coats, overalls, towels, uniforms or work clothes supply; oil or gas burners or stokers; oil cutting or reclaiming; patrol; guard or **watch [**~~watchman~~**]** service; pattern making, payrolls; pension plans; photograph finishing; pipe bending, cleaning, cutting or threading; press clipping bureaus; real estate management; research bureaus; sales counseling; sand blasting; sewers; sheet metal stamping or other work; stell shearing; tariff bureaus; theater sound equipment; tube cleaning or expanding; typing or secretarial work; upholstering; ushering; vulcanizing; wall paper cleaning; welding; window displays; and all other services to persons or property, provided that all such services are performed by independent contractors and not by servants.

(11) And a separate license tax may be imposed for each place of business conducted or maintained by the same person, firm or corporation.

Section 19.8. Oath of office.

Before entering upon the duties of **the [**~~his~~**]** office, every officer shall file with the city clerk **a [**~~his~~**]** certificate of election or appointment, and shall take and subscribe before, and file with the city clerk **an [**~~his~~**]** oath or affirmation that **the officer [**~~he~~**]** possesses all the qualifications for the office to which **the officer [**~~he~~**]** is chosen, that **the officer [**~~he~~**]** is not subject to any of the disqualifications set forth in this Charter, that **the officer [**~~he~~**]** will support the constitution and laws of the United States and of the State of Missouri, and the Charter and ordinances of the City of Springfield, and that **the officer [**~~he~~**]** will faithfully discharge the duties of **the [**~~his~~**]** office.

Section 19.9. Official bonds.

The city manager, city clerk, director of finance, and all other officers and employees receiving, disbursing, or responsible for City funds, and such other officers and employees as the council by ordinance may designate shall, within such time after election or appointment as may be fixed by ordinance, and before entering upon the discharge of their duties, give bond to the City in such sums and with such sureties as shall be prescribed by ordinance, and subject to approval by the council, conditioned upon the faithful and proper performance of their duties and for the prompt accounting for and paying over to the City of all monies belonging to the City that may come into their hands. If any person elected or appointed to any office or employment shall fail to give bond as herein required; **they [~~he~~]** shall forfeit **their [~~his~~]** office or employment. The City shall pay the premiums on all such bonds. Unless otherwise provided by ordinance, the bond of the city clerk shall be filed with the mayor, and the bonds of all other officers and employees shall be filed with the city clerk.

Section 19.16. Officers and employees interested in contracts.

(1) City Council shall enact, maintain, and review not less than every other year, a code of ethics applicable to all elected officials, appointed officers, board members, and employees of the City.

(2) No member of the council and no salaried officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. This section shall not apply if the transaction involves the sale of City bonds made after public notice and competitive bidding, provided the bid accepted is the lowest qualified bid received.

(3) No member of a board or commission shall have 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 **the member [~~he~~]** is serving, or be financially interested, directly or indirectly, in the sale to the board or commission of any land, materials, supplies, or services, except on behalf of the department or administrative agency.

(4) Any violation of this Section renders the contract or sale void. Any council member, officer, or board member violating this Section thereby forfeits **their [~~his~~]** office or employment and any employee violating this Section is subject to disciplinary action up to and including termination. A prior, written advisory opinion from the City Attorney, obtained and relied upon in good faith, shall be a defense under this Section.

(5) Notwithstanding any other provision of the Charter to the contrary, the City may acquire land from an employee of the City, other than a salaried officer, by purchasing the land from the employee or through the exercise of eminent domain; provided, however, such land shall not be purchased by the City at more than the fair market value as determined by an independent appraiser.

Section 19.24. Compensation of county assessor.

There shall be paid to the county assessor by the City as compensation for **the county assessor's [~~his~~]** services in connection with the appraisement of real estate and personal property for taxation within the corporate limits of the City the sum of twelve hundred dollars per year, payable annually. In addition thereto, there shall be paid to the county assessor by the City the sum of ten cents per hundred words for copies furnished to the director of finance by the county assessor on or before the 20th day of each January of that part of the county assessor's books showing the assessment of personal property subject to taxation within the City, and a like amount for copies of that part of the assessment of merchants and manufacturers subject to taxation by the City furnished to the director of finance immediately after such assessments are made.

Section 19.27. Use of **[**~~the masculine~~**]** pronoun**s**.

Throughout this Charter, **words of one gender include all genders, and pronouns apply to all persons [**~~the general use of the masculine pronoun is understood to apply indiscriminately to either sex~~**]**.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-174 (JENSON)

FILED: 07/21/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.5 acres of property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial District; R-MX2, Mixed-density Neighborhood – Medium District; and R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map. (By: Westward Land Co. LLC; 1006 W. Buena Vista St.; Z-16-2026.)

PURPOSE: A general ordinance amending Chapter 36, Article 4, Section 4.01B, 'Official zoning map,' by rezoning approximately 15.5 acres of property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial, R-MX2, Mixed-density Neighborhood – Medium, and R-MX3, Mixed-density Neighborhood – High. (Staff and Planning and Zoning Commission recommend approval.)

BACKGROUND INFORMATION:

The applicant is requesting to rezone approximately 15.5 acres of property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial, R-MX2, Mixed-density Neighborhood – Medium, and R-MX3, Mixed-density Neighborhood – High.

REMARKS: The Planning and Zoning Commission held a public hearing on July 16, 2026, and recommended approval, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

2. The City Corridor placetype predominantly consists of commercial and service-related development varying in scale. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail,

commercial services, and employment centers.

3. This application is consistent with the City Corridor placetype that lists office, hospitality, retail sales, service, and multi-family as primary land uses.

4. The current Planned Development (PD 377) only allows single-family detached dwellings, duplexes, and single-family semidetached dwellings. The PD's maximum residential density is 8 dwelling units per acre.

5. The GC district provides a mix of moderate and large-scale, high-intensity commercial uses (retail, service, office) that can serve as anchors to support adjacent districts and corridors, or which have a community-wide reach and are therefore located on busier corridors in nonurban contexts. The character of the area includes large-scale buildings and sites which feature monumental gateways or entrances at key locations, and automobile-oriented features are mitigated by streetscape designs and landscape buffers.

6. The R-MX2 district provides residential living in compact, walkable neighborhood settings and along corridors, allowing strategic location of moderate density housing near supporting uses. The character of these areas emphasizes human-scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are moderate-scale and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character. The R-MX2 district allows for a range of densities from detached house-urban lot at one dwelling per lot (approximately 10 units per acre) to Apartment-Medium Lot building type at 13-40 dwelling units per lot (approximately 40 units per acre).

7. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi- unit buildings in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents. The R-MX3 district allows for density ranges between; Detached-House-Small-Format Lot building types at one unit per lot (approximately 22 units per acre) to Apartment-Large Lot buildings at 13+ dwelling units per lot built on ½ block format (1,100 SF per unit). An Apartment Complex is capped at 17.7

du/ac if not built on a ¼ or ½ block format. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards and are not used in a manner to avoid or disrupt street connectivity.

8. This rezoning request includes a non-binding conceptual zoning site plan. The conceptual site plan shows compliance with the comprehensive plan and indicates that a private internal access lane can align with the required block structure. (Attachment 1)

9. A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

10. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

11. This application advances the public interest by allowing a development opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated.

12. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

13. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

STAFF RECOMMENDATION: Staff recommends approval based on the proposal’s general conformance to the Comprehensive Plan’s City Corridor placetype and on the finding of facts above.

Submitted By: Monica Pearcy, Associate Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:

Maurice Jones, Deputy City Manager 08/05/2026

Attachments:
1. Z-16-2026 1006 West Buena Vista Street
2. Z-16-2026_exhA
3. Z-16-2026_exhB
4. Z-16-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 30
Filed: 08-04-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-174 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.5 acres of property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial District; R-MX2, Mixed-density Neighborhood – Medium District; and R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 1006 West Buena Vista Street from Planned Development No. 377 to GC, General Commercial District; R-MX2, Mixed-density Neighborhood – Medium District; and R-MX3, Mixed-density Neighborhood – High District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on July 16, 2026, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made a recommendation of approval by a vote of 8 to 0; and

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application, which is attached hereto and incorporated herein by this reference as "Exhibit C"; and

WHEREAS, proper notice was given of a public hearing before City Council, and said hearing was held in accordance with the law.

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

Section 1 – The property generally located at 1006 West Buena Vista Street and described in "Exhibit A," which is attached hereto and incorporated herein by this reference, is hereby rezoned from Planned Development No. 377 to GC, General Commercial District; R-MX2, Mixed-density Neighborhood – Medium District; and R-

MX3, Mixed-density Neighborhood – High District. Springfield Land Development Code Section 4.01B, 'Official Zoning Map,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

MISSION RIDGE TRACT PROPOSED ZONING GC

A TRACT OF LAND BEING A PART OF LOT TWO (2) OF HORIZONS AT THE RIDGE, AS RECORDED IN BOOK 2026 PAGE 004920-26 AND PLAT BOOK BBB PAGE 175, GREENE COUNTY RECORDER'S OFFICE, BEING A RE-PLAT OF LOT 4 OF THE RIDGE AT WARD BRANCH – PHASE 2, AS RECORD IN PLAT BOOK AAA PAGE 685, GREENE COUNTY RECORDER'S OFFICE, SAID LOT SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE NORTH 01°52'23" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 963.21 FEET; THENCE SOUTH 88°03'01" EAST, 270.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°03'01" EAST, 188.35 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, A DELTA OF 18°58'02", AN ARC LENGTH OF 122.49 FEET, AND A CHORD WHICH BEARS SOUTH 78°34'13" EAST HAVING A CHORD DISTANCE OF 121.93 FEET; THENCE SOUTH 69°07'45" EAST, 48.06 FEET; THENCE SOUTH 27°04'26" EAST, 16.92 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET, A DELTA OF 28°58'29", AN ARC LENGTH OF 179.52 FEET, AND A CHORD WHICH BEARS SOUTH 00°15'20" EAST HAVING A CHORD DISTANCE OF 177.62 FEET; THENCE NORTH 88°07'37" WEST, 368.81 FEET; THENCE NORTH 01°52'23" EAST, 228.44 FEET TO THE POINT OF BEGINNING, AND CONTAINING 79,486 SQUARE FEET OR 1.8247 ACRES OF LAND, MORE OR LESS.

MISSION RIDGE TRACT PROPOSED ZONING R-MX2

A TRACT OF LAND BEING A PART OF LOT TWO (2) OF HORIZONS AT THE RIDGE, AS RECORDED IN BOOK 2026 PAGE 004920-26 AND PLAT BOOK BBB PAGE 175, GREENE COUNTY RECORDER'S OFFICE, BEING A RE-PLAT OF LOT 4 OF THE RIDGE AT WARD BRANCH – PHASE 2, AS RECORD IN PLAT BOOK AAA PAGE 685, GREENE COUNTY RECORDER'S OFFICE, SAID LOT SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE NORTH 01°52'23" EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER, 963.21 FEET; THENCE SOUTH 88°03'01" EAST, 270.00 FEET; THENCE SOUTH 01°52'23" WEST, 228.44 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88°07'37" EAST, 368.81 FEET TO A POINT ON A CURVE; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET, A DELTA OF 18°06'52", AN ARC LENGTH OF 112.24 FEET, AND A CHORD WHICH BEARS SOUTH 23°48'00" EAST HAVING A CHORD DISTANCE OF 111.77 FEET; THENCE SOUTH 53°03'10" WEST, 259.97 FEET; THENCE SOUTH 01°52'23" WEST, 54.41 FEET; THENCE SOUTH 18°07'37" EAST, 437.78 FEET; THENCE NORTH 88°34'18" WEST, 326.44 FEET; THENCE NORTH 01°24'12" EAST, 0.58 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 313.00 FEET, A DELTA OF 25°00'14", AN ARC LENGTH OF 136.59 FEET, AND A CHORD WHICH BEARS NORTH 11°05'56" WEST HAVING A CHORD DISTANCE OF 135.51 FEET; THENCE NORTH 23°36'03" WEST, 17.58 FEET; THENCE NORTH 01°52'23" EAST, 583.52 FEET TO THE POINT OF BEGINNING, AND CONTAINING 218,297 SQUARE FEET OR 5.0114 ACRES OF LAND, MORE OR LESS.

MISSION RIDGE TRACT PROPOSED ZONING R-MX3

A TRACT OF LAND BEING A PART OF LOT TWO (2) OF HORIZONS AT THE RIDGE, AS RECORDED IN BOOK 2026 PAGE 004920-26 AND PLAT BOOK BBB PAGE 175, GREENE COUNTY RECORDER'S OFFICE, BEING A RE-PLAT OF LOT 4 OF THE RIDGE AT WARD BRANCH – PHASE 2, AS RECORD IN PLAT BOOK AAA PAGE 685, GREENE COUNTY RECORDER'S OFFICE, SAID LOT SITUATED IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 28 NORTH, RANGE 22 WEST, CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14; THENCE SOUTH 88°34'18" EAST ALONG SAID SOUTH LINE, 634.44 FEET TO THE POINT OF BEGINNING; THENCE NORTH 18°07'37" WEST, 437.78 FEET; THENCE NORTH 01°52'23" EAST, 54.41 FEET; THENCE NORTH 53°03'10" EAST, 259.97 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 355.00 FEET, A DELTA OF 48°00'26", AN ARC LENGTH OF 297.45 FEET, AND A CHORD WHICH BEARS SOUTH 56°51'39" EAST HAVING A CHORD DISTANCE OF 288.82 FEET; THENCE SOUTH 80°53'59" EAST, 134.29 FEET; THENCE ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, A DELTA OF 50°01'35", AN ARC LENGTH OF 323.06 FEET, AND A CHORD WHICH BEARS SOUTH 55°51'09" EAST HAVING A CHORD DISTANCE OF 312.89 FEET; THENCE SOUTH 01°58'23" WEST, 289.47 FEET; THENCE NORTH 88°34'18" WEST, 696.98 FEET TO THE POINT OF BEGINNING, AND CONTAINING 378,931 SQUARE FEET OR 8.6991 ACRES OF LAND, MORE OR LESS.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 16, 2026

Z-16-2026
West Buena Vista Street
Applicant: Westward Land Co., LLC

Monica Pearcy stated that this is a request to rezone approximately 15.5 acres of property from PD 377, Planned Development to GC, General Commercial, R-MX2, Mixed-density Neighborhood – Medium, and R-MX3, Mixed-density Neighborhood – High.

Commissioner Doennig opened the public hearing.

Mr. Dave Bodeen, 304 W. Erie Street, stated there are no specific project details beyond the defined zoning lines at this stage and reported a positive neighborhood meeting with no negative comments regarding the development itself, only concerns were about maintenance of adjacent parcels.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Jacquez moved to approve Z-16-2026 . Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Gunther. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

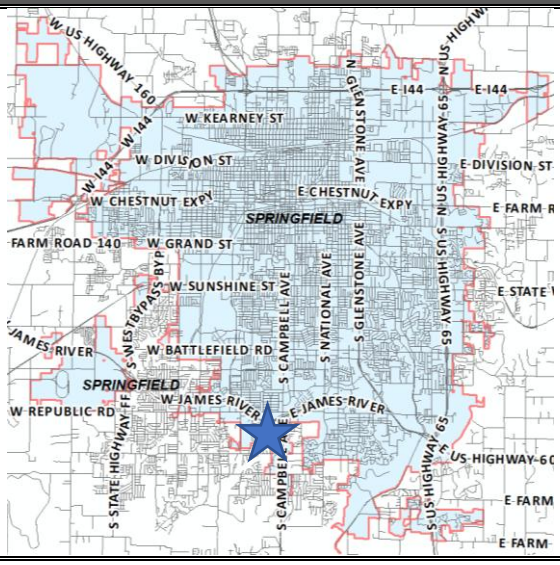
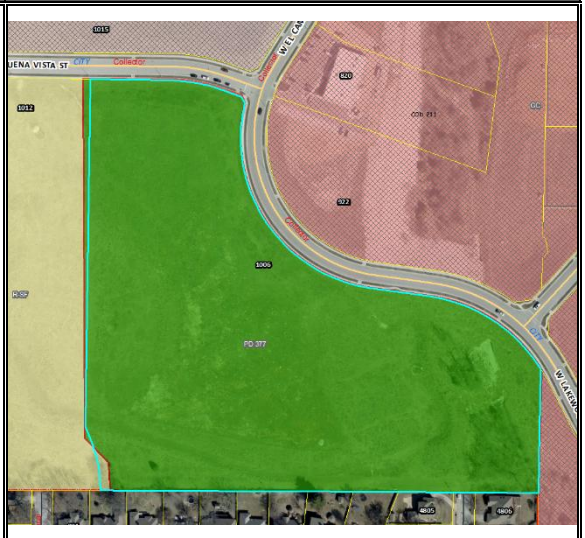
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-16-2026
Location:	1006 W. Buena Vista St.
Total Acres:	15.5 acres
Applicant:	Westward Land Co. LLC
Existing Land Use:	Vacant
Neighborhood Meeting:	June 23,2026
Planning and Zoning Commission:	July 16, 2026
City Council:	August 10, 2026
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Monica Pearcy, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-16-2026 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

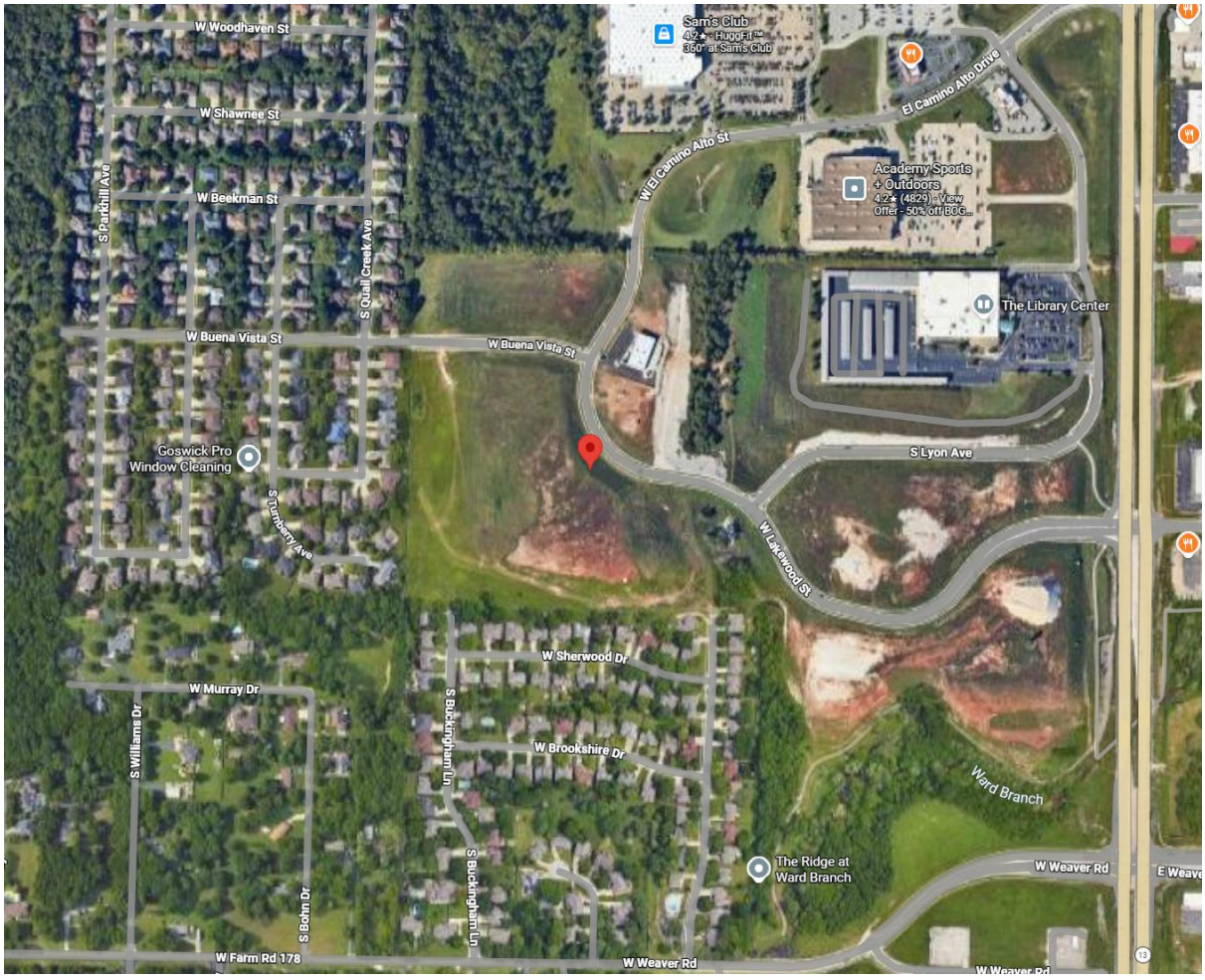
PROJECT SUMMARY:

Request to rezone approximately 15.5 acres of property from Planned Development No. 377 to GC, General Commercial, R-MX2, Mixed-density Neighborhood – Medium, and R-MX3, Mixed-density Neighborhood – High.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



Looking South at the corner of Lakewood and Buena Vista

CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT



Looking South from Buena Vista

PROPERTY HISTORY:

The subject property has been zoned PD 377 since 2021. In early 2026, the subject site was subdivided from the lot to the West.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-2.05 Rezoning

B. Review Criteria. Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria:

1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.
2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances the public interest to rezone the property.
3. The proposed district will enable development in character with existing or anticipated development in the area considering:
    a. The design of streets, civic spaces, and other open space;
    b. The mix, density, or intensity of potential uses;
    c. The pattern, scale, and format of buildings and sites enabled by district standards;
    d. The compatibility with and transition to other districts, development, or uses in the vicinity; and
    e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
    f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.
4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.
5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.
6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.
7. Any relevant information submitted or presented at the public hearing.

C. Review Procedure. In addition to the general requirements in Table 2-1 and Section 36-2.01, the following procedures shall apply to rezoning applications:

1. Applications may be accompanied by a conceptual, non-binding zoning site plan to demonstrate conformance with the comprehensive plan. In the instance that staff requires more information to ensure conformance with the comprehensive plan, the PD Director may require that applications for rezoning include a zoning site plan where:
    a. The request presents a potentially incompatible transition to adjacent property based on intensity of potential uses, scale of potential development, or other operational characteristics permitted in the proposed district;
    b. The generally applicable site design and development standards of the proposed district may not adequately address the potential adjacencies or compatibility issues considering the context and scale of the proposed rezoning; and
    c. The rezoning criteria in Section 36-2.05.B cannot be adequately evaluated absent some type of plan framing the extent and characteristics of future development beyond what is generally allowed in the district.
2. Applicants may propose that a rezoning request be conditioned on a zoning site plan for a specific development application.
    a. In this case, the zoning site plan shall be evaluated according to the criteria in Section 36-2.03.B.
    b. The Planning and Zoning Commission may recommend and the City Council may approve the request based on any specific elements, conditions, or limitations proposed in that plan, including uses, scale, and intensity of development.
    c. Any such rezoning shall be designated by a "-C" on the zoning map with a numeric and/or date reference to the specific ordinance and zoning site plan included.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR GC
Lot Width Minimum	50 feet
Building Setbacks	30-90 feet front building line
Maximum Height	None, except non-residential districts and/or structures, except in CC, abutting R-SF or R-MX1 are required to have a 45-degree bulk plane.
Minimum Open Space	20 percent of the total lot area.
Buffering and Landscaping	The required landscape shall be based on different elements of the site according to Table 8-1. Buffer types shall be required and applied as indicated in Table 8-3 of the Land Development Code. A Type III buffer will be require along the West property line.
Frontage Type	The default frontage type is "Frontage C".
Front Entry Feature	A front entry feature is required on all front facades at the interval specified in Table 6-3.
Building Design Features	Maximum wall plane without massing and modulation – 2,000 s.f. or 150 linear feet Transparency - 40%; within 50' of entry

CODE ITEM	REQUIREMENTS FOR R-MX2
Lot Width Minimum	25 - 100 feet
Building Setbacks	10 - 25 feet front building line
Maximum Height	25 – 65 feet; Any portion of a multi-unit building taller than 32' shall be setback at least 15' when property adjoins an R-SF district, and any apartment building taller than 32' shall comply with the 45- degree bulk plane when property adjoins a R-SF district.
Minimum Open Space	20 - 30 percent of the total lot area.
Buffering and Landscaping	The required landscape shall be based on different elements of the site according to Table 8-1. Buffer types shall be required and applied as indicated in Table 8-3 of the Land Development Code. A Type II buffer will be required along the West property line.
Frontage Type	The default frontage type is "Terrace Frontage".
Front Entry Feature	A porch, stoop or entry court is required according to Table 5-4.
Building Design Features	Building design standards will vary based on building type according to Table 5-5.
CODE ITEM	**REQUIREMENTS FOR R-MX3**
Lot Width Minimum	25 - 100 feet
Building Setbacks	10 - 25 feet front building line
Maximum Height	25 – 65+; Any portion of a multi-unit building taller than 32' shall be setback at least 15' when property adjoins an R-SF district, and any apartment building taller than 32' shall comply with the 45- degree bulk plane when property adjoins a R-SF district.
Minimum Open Space	20 - 30 percent of the total lot area.
Buffering and Landscaping	The required landscape shall be based on different elements of the site according to Table 8-1. Buffer types shall be required and applied as indicated in Table 8-3 of the Land Development Code. A Type II buffer will be required along the West property line.
Frontage Type	The default frontage type is "Terrace Frontage".
Front Entry Feature	A porch, stoop or entry court is required according to Table 5-4.
Building Design Features	Building design standards will vary based on building type according to Table 5-5.

ARTICLE 3: CONNECTIVITY & BLOCK SIZES:

Where oversized parcels are platted for special land uses or development patterns that accommodate large-scale buildings, such as campuses, employment centers, or regional commercial areas, platted blocks may be larger provided private internal access lanes match the block structure of Table 3-1. Private internal access lanes shall be used to mimic public street networks and streetscapes for over-sized parcels and large-scale development

Private internal access lanes shall provide streetscape and design amenities similar to the street design types in Article 3 and create logical extensions and connections to the public street network beyond the project. They are intended to organize parcels, tracts, and lots similar to the surrounding block structure and development patterns; provide efficient access for all applicable modes of transportation; and create public space and frontages similar to the street design types and streetscapes of public streets.

Table 3-1: Block Sizes & Street Connectivity

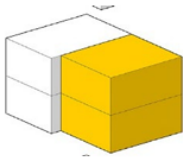
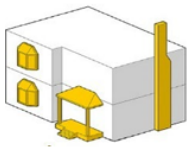
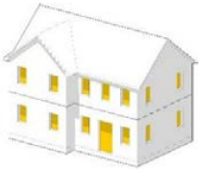
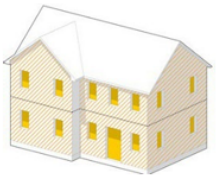
Planning Context	Block Size	Closed-End Street Limits
Compact, Walkable – High Connectivity *Downtown, near downtown areas, and walkable commercial and mixed-use areas, typically in the following placetypes: Downtown; Mixed Use; Mixed Residential.*	150' min. 500' max. 4 ac. max.	Prohibited
General Neighborhoods & Corridors – Moderate Connectivity *Walkable mixed-density urban and suburban neighborhoods and other areas supporting commercial corridors or employment areas outside walkable centers, typically in the following place types: Traditional Residential Neighborhood, Center City Neighborhood, Mixed Residential, City Corridor, Institutional & Employment Center.*	200' min. 800' max. 7.5 ac. max.	800' per Exceptions in Section B.2 only
Campus, Rural, or Remote Areas – Low Connectivity *Limited to areas of low intensity/density uses with limited access needs or large–scale uses with internal circulation, where disrupting the development patterns and street network is justified, typically in the following place-types: Institutional & Employment Center, Business Flex, Industry & Logistics, rural/ undeveloped areas, or to account for large urban green space & recreation areas.*	250' min. 1,320' max. 12 ac. max.	800' max.

ARTICLE 5: RESIDENTIAL DESIGN:

The Residential Development & Design standards have the following intent:

A. Enhance the appearance and livability of neighborhoods through thoughtful neighborhood design, including streetscapes, parks and trails, and other focal points that shape neighborhood character.
B. Strengthen the unique character and identity of distinct neighborhoods including suburban and urban contexts.
C. Provide housing variety throughout the city and a compatible mix of building types within neighborhoods.
D. Restore and revitalize neighborhoods with appropriate-scale infill and rehabilitation projects.
E. Foster "complete neighborhoods" by ensuring proximity and access to neighborhood-supporting uses and housing integrated into mixed-use districts and corridors.
F. Promote lasting and sustained investment in neighborhoods with quality design.

Table 5-5: Residential Building Design Standards

Design Detail			***Building Type***			
			Detached House (all)	*Duplex*	*Multi-unit House, Townhouse*	*Apartment (all)*
Wall Plane.	*Maximum wall plane without a massing variation of 4'+ on at least 25% of elevation.*		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	500 s.f. or 40 linear feet	1,000 s.f. or 50 linear feet
	Maximum wall plane without modulation on at least 20% of the wall plane.		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	300 s.f. or 25 linear feet
Roof Plane Limits. *Maximum roof plane without an offset of at least 2', complex planes, dormers, or gables.*			n/a	n/a	600 s.f. or 50 linear feet	1,000 s.f. or 70 linear feet
					Does not apply to flat roofs provided there is a parapet, cornice or other defined edge at the roof line	
Transparency. *Minimum window and door openings per elevation.*			20% on all street-facing facades; 10% on all non-street-facing facades			30% on all street-facing facades; 20% on all non-street facing facades; 50% on first story if ground floor is non-residential
Materials.			No fewer than 2, but no greater than 5 materials total	*Primary* – at least 55% *Secondary* – 20-30% (limit 2) *Accent* – 5-15% Limit – 5 materials total		*Primary* – *55-80%* *Secondary* – *20-30%* *Accent* – *5-15%* Limit – 5 materials total
			See 36-5.04.C.4.a			

ARTICLE 6: NONRESIDENTIAL DESIGN:

The Nonresidential Development & Design Standards have the following intent:

A. Improve the appearance and vibrancy of distinct places throughout the city with good civic design.

B. Strengthen the value and accessibility of places by coordinating site access and internal circulation systems with street networks and streetscape design.

C. Reinforce the distinct character of different corridors, centers, and districts with compatible building and site design.

D. Enable an appropriate scale and range of buildings and development patterns that meets the intent of each zoning district.

E. Promote sustainable development and design practices and connections to natural elements throughout the community.

F. Stimulate lasting and sustained investment in corridors, centers, and districts with quality design.

Table 6-2: Nonresidential Frontage Design

	Frontage A	Frontage B	Frontage C	Frontage D
Front Building Line (build-to range)	0' – 15'	0' – 30'	30' – 90'	90' +
Required Front Building Line	80% +	60% +	40% +	n/a
Maximum Access Width [1]	26'	26'	30'	42'
Access Spacing	Frontage designs and access shall be coordinated with requirements of Section 36-7.03			
Minimum Parking Setback	Behind rear of building	Behind front building line	6' min. 20' min. See Section 36-7.05.B	
Maximum Extent of Parking Frontage	0%	35%	n/a	n/a
Maximum Extent of Garage Bays	Prohibited	10% of facade	25% of facade	Limited only by screening in Section 36-8.04
Landscape	See Sections 36-3.03 and 36-3.04		See Section 36-8.03	

Table 6-3: Nonresidential Building Design

		Frontage A	Frontage B	Frontage C	Frontage D
Massing & Modulation		50' / 500 s.f.	100' / 1K s.f.	150' / 2K s.f.	200' / 4K s.f.
Entry Feature Spacing		50' max.	75' max.	150' max.; 1 /100' avg.	1 / building
Minimum First Story Transparency		60%	40%	40%; w/in 50' of entry	40%; w/in 25' of entry
Minimum Upper Story Transparency		25%	20%	15%; n/a for industrial buildings in LIC, HM	15%; n/a for industrial buildings in LIC, HM
Applicability	CC, C-MX2	■	□		
	C-MX-1	□	■	□	
	GC, GI, LIC			■	□
	HM			□	■

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

The City Corridor placetype predominantly consists of commercial and service related development varying in scale, ranging from standalone businesses to large retail centers. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers. Each of these use groups are best located along major roadways with high volumes of traffic. This placetype is not only highly accessible by car, but also by walking, biking, and transit. City Corridors provide a wide range of shopping, service, entertainment, and employment destinations for both residents and visitors. Common uses within the placetype include chain restaurants, gas stations, hotels, national retailers, movie theaters, smaller offices, and a variety of support services.

City Corridors contribute significantly to Springfield's economy and local tax base with a regional customer draw. City Corridors are locations of significant redevelopment opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated. Underutilized properties may be redeveloped into higher density multifamily or mixed-use developments where appropriate to increase activity within the placetype. The City's most traveled corridors are prioritized for streetscaping, beautification, and multimodal improvements to enhance the character and connectivity of Springfield. As this placetype receives the highest volume of visitors aside from the Downtown placetype, it is essential that the quality of development and visual appeal of the corridors are attractive and representative of the City's desired image.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Office, hospitality, retail sales and service
- Multi-family
- Sports complexes and recreation facilities
- Maker, artisan and innovation spaces

Supporting Land Uses:

- Public and private schools and places of worship
- Parks, greenways and open space
- Urban agriculture
- Universities, colleges and vocational schools
- Personal and outdoor storage

Characteristics

TRANSPORTATION & INFRASTRUCTURE

1. Access management is improved for vehicles through curb cut consolidation and cross-access between commercial properties, reducing traffic conflicts and backups.
2. Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors, installed at key destinations, and incorporated into private development plans.
3. As technology, trends, and funds permit, utilities are buried or consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
4. Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY

1. Residential development and commercial buildings should be oriented to the street.
2. Parking should be located behind or beside the primary buildings with abundant landscaping and screening to encourage greater interest and interaction between the adjoining street and the building, that contributes to community-wide quality of place.
3. Pedestrian pathways within large parking lots provide safe access to business entrances.
4. A greater focus on site design, parking access, massing, and building orientation are adopted to ensure development that is complementary to adjacent lower density residential development.
5. Multi-story buildings designed with active ground floor spaces should be visible and inviting to increase a vibrant pedestrian environment.
6. Use of quality materials, construction methods, workmanship, and design should be incorporated into new development and redevelopment.
7. A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
8. Lighting, landscaping, signage, mail, and delivery accommodations should also be proactively incorporated into the site design.
9. Design should avoid the placement of mechanical equipment along major roadways or should be completely screened, along with adequate spacing for storage of waste receptacles.
10. Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
11. Encourage code adjustments regarding parking minimums instead of parking maximums.

Transitions:

1. Office and multifamily uses can be placed on the periphery of the placetype to transition into adjacent lower density residential placetypes.

2. Higher density residential development should be integrated along existing commercial corridors in need of reinvestment, transitioning aging commercial properties to new uses and focusing future commercial development at high activity nodes.
3. Commercial and higher density residential is sufficiently screened and buffered between low-density residential development.
4. Multi-story buildings should be sited and designed to reduce the impact on adjacent lower intensity residential development.

PLACETYPE ASSIGNMENTS AND TRANSITIONS

Assignments
Placetype designations are based on a variety of factors but largely represent desired future land use patterns. Placetype assignments also reflect existing development patterns, take into consideration historical value, as well as the impact and relationship to the built and natural environment. The following conditions and land characteristics should be considered when changes or amendments are proposed to and within a placetype.

Primary use - The predominate historical use and development pattern of a geographic area that exists within the built and natural environment.

Proximity – The location with respect to significant landmarks and geographic places

Edges and boundaries – Natural boundaries and geographic edges, including major roadways, railways, waterways, parks, and geographical land features.

Roadway classifications – Functional use and type of roadways on the edges or at crossroads.

Regulatory – Existing zoning, permitted and conditional uses, historic designations, and redevelopment plans.

Forecasts – Anticipated major land use shifts, changes in use, or trends.

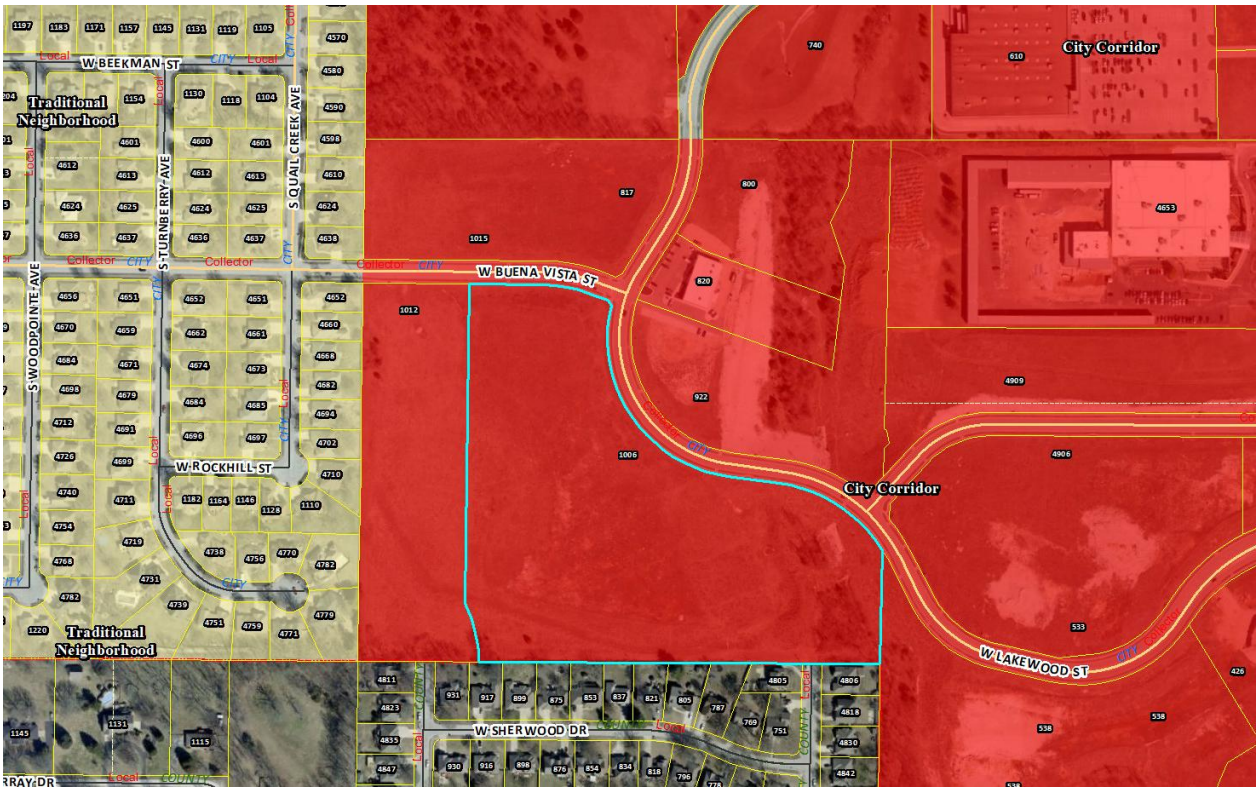
Other Considerations –

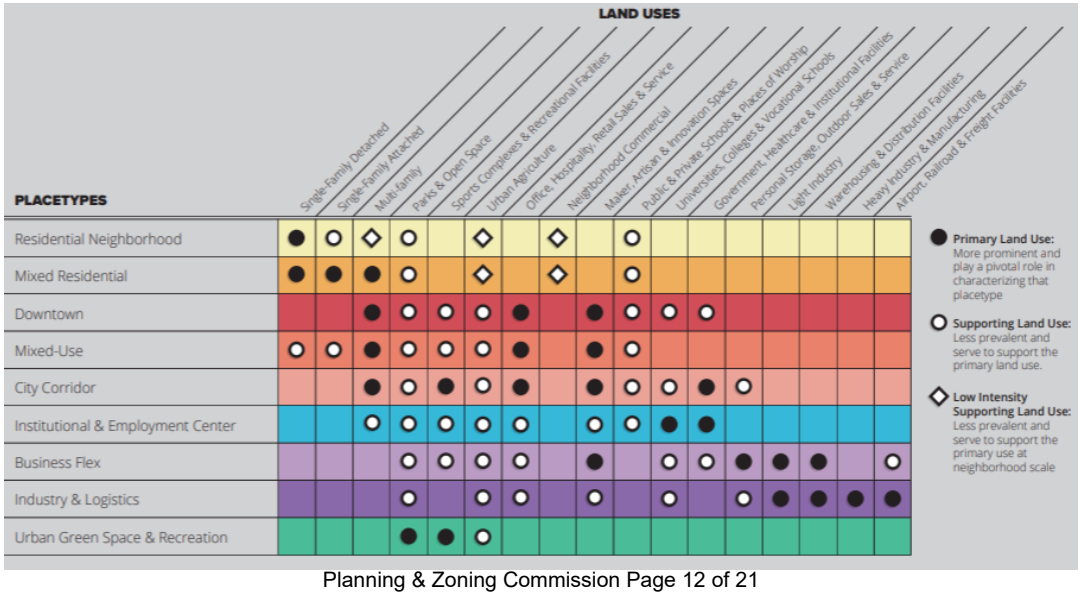
- Decreasing or increasing market demand for commercial or housing in non-traditional districts or corridors
- Greater focus on integrating diverse uses at the edges and areas of transition.
- Community expectations
- More walkable, livable integrated neighborhoods and districts
- Documented increases in nuisances, code violations, disinvestment, and other related trends
- More diversity in housing types, affordability, and availability
- Increased beautification, aesthetics, and identity
- Greater focus on preservation, adaptation, and reuse of existing homes and Structures

Transitions

In every city, dissimilar land uses converge at some point. Transitioning within, between, and along the edges is one of the most critical elements to align as Placetypes are implemented, changed, or amended. Typically, a one-to-two-block transition zone on either side of both placetype boundaries would be a practical zone to complete the transition from one placetype to another.

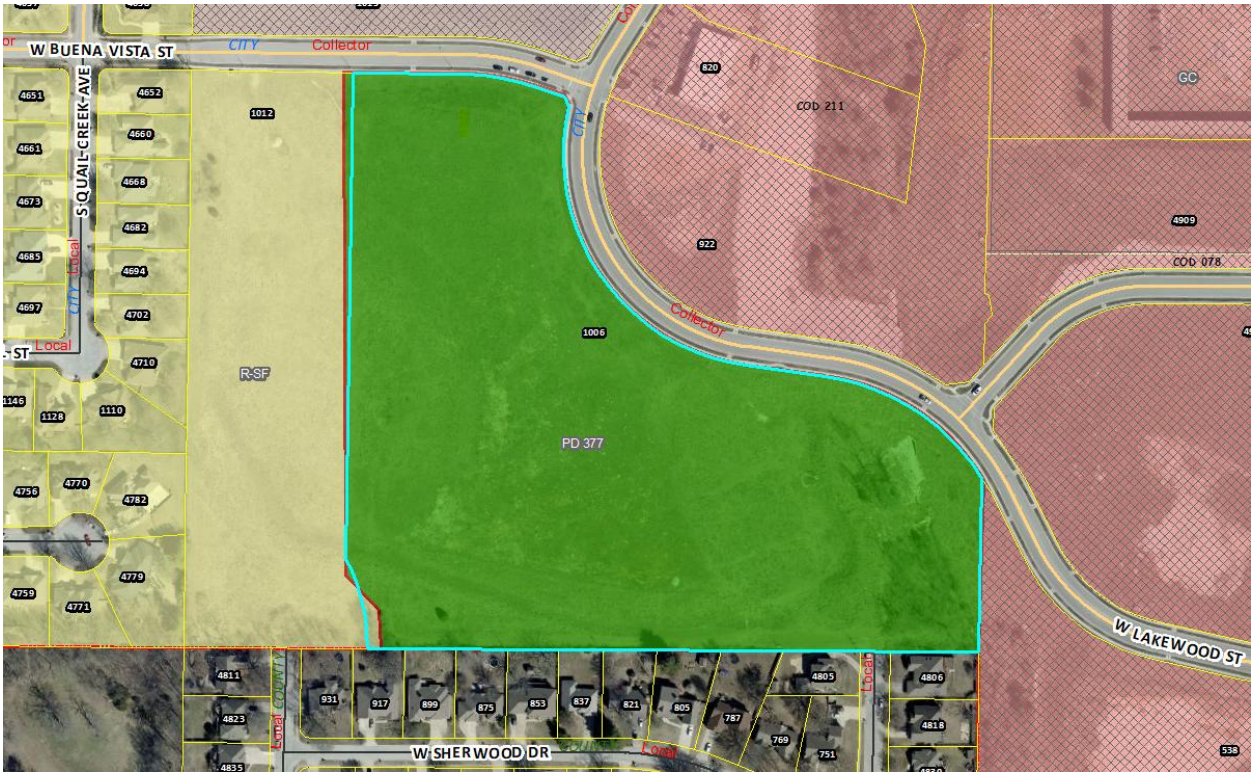
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	C-MX1 & GC	County R-1	GC	R-SF
LAND USE	Vacant	Single-family residential uses	Office uses	Vacant
PLACETYPES	City Corridor	Traditional Neighborhood	City Corridor	City Corridor

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No issues with the proposed rezoning.

CITY UTILITIES:

No issues with the proposed rezoning.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No objection to the rezoning. Public improvement plans will still be required in order to subdivide this property.

FIRE DEPARTMENT:

No comments.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	W Buena Vista Street	Collector	City	35	30	NA	No	Yes	Yes
Street 2	W Lakewood Street	Collector	City	35	30	NA	No	Yes	Yes

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - The Ward Branch Greenway Trail is southeast of this property. There are bus stops on Lakewood St. and Lyon Ave. near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A traffic study is not required for this rezoning.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway
1006 W Buena Vista	Ward Branch	No	No	Yes	No	No

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS

1. Any development or redevelopment that increases runoff, through the increase in impervious surface, current detention requirements must be met per Chapter 3 Sec. 2.3.3. In accordance with the City of Springfield Code and the manual, if the additional impervious is minimal then a fee in lieu of detention may be allowed per the Director of Public Works.

a. Stormwater detention has already been bought out and water quality is provided in regional detention basin constructed as part of the public improvement project for the subdivision

(2018PW0065). Site must route to water quality basin, a PIP will be required based on current site plan.

WATER QUALITY REQUIREMENTS

1. Constructed under 2018PW0065. Site must route to water quality basin, a PIP will be required based on current site plan.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

FLOODPLAIN

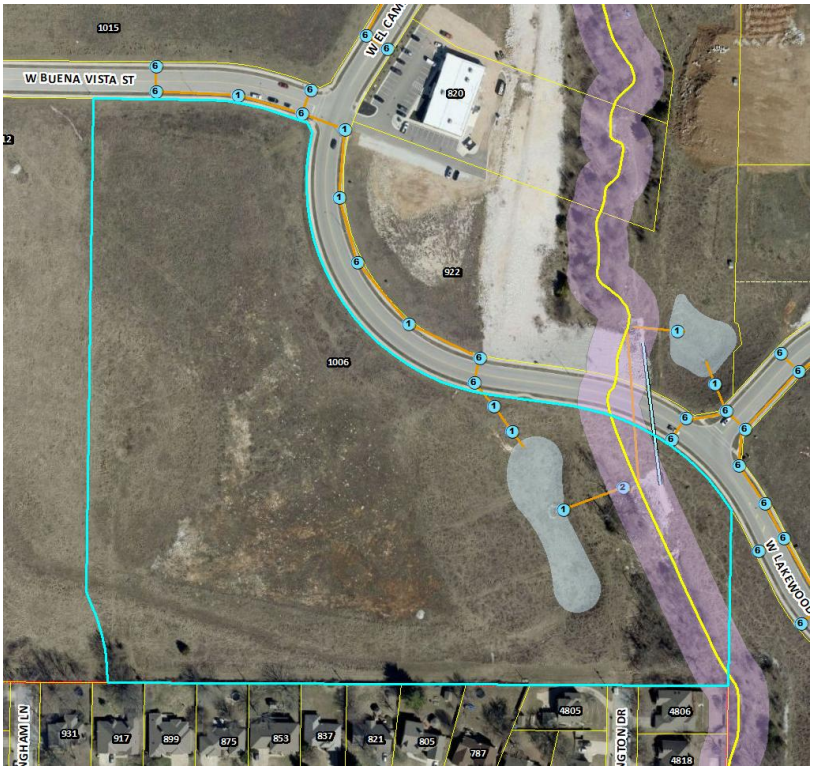
N/A

NATURAL CHANNEL & STREAM BUFFERS

1. Stream Buffer was recorded with the Ridge at Ward Branch PH2 Subdivision Plat. The rezoning does not change the requirements for protection of the stream or drainage easements.

SINKHOLES & KARST FEATURES

N/A



STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone 15.5 acres of property from Planned Development No. 377 to GC, General Commercial, R-MX2, Mixed-density Neighborhood – Medium, and R-MX3, Mixed-density Neighborhood – High.

2. PD 377 only allows single-family detached dwellings, duplexes, and single-family semi-detached dwellings. The PD's maximum residential density is 8 dwelling units per acre.

3. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the City Corridor placetype.

4. This application is consistent with the City Corridor placetype that lists office, hospitality, retail sales, service, and multi-family as primary land uses.

5. The City Corridor placetype predominantly consists of commercial and service-related development varying in scale. City Corridors are also key locations to support and encourage multi-family developments that rely on proximity to retail, commercial services, and employment centers.

6. This rezoning request includes a non-binding conceptual zoning site plan. The conceptual site plan shows compliance with the comprehensive plan and indicates that a private internal access lane can align with the required block structure. (Attachment 2)

7. The GC district provides a mix of moderate and large-scale, high- intensity commercial uses (retail, service, office) that can serve as anchors to support adjacent districts and corridors, or which have a community-wide reach and are therefore located on busier corridors in non urban contexts. The character of the area includes large-scale buildings and sites which feature monumental gateways or entrances at key locations, and automobile-oriented features are mitigated by streetscape designs and landscape buffers.

8. The R-MX2 district provides residential living in compact, walkable neighborhood settings and along corridors, allowing strategic location of moderate density housing near supporting uses. The character of these areas emphasizes human- scale, moderate intensity uses and access to amenities, recreation, and daily needs. The predominant building types are moderate-scale and multi-unit buildings. Well-designed streetscapes, open and civic spaces provide the focal point to integrate a variety of building types with a consistent neighborhood character. The R-MX2 district allows for a range of densities from detached house-urban lot at one dwelling per lot (approximately 10 units per acre) to Apartment-Medium Lot building type at 13-40 dwelling units per lot (approximately 40 units per acre).

9. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi- unit buildings

in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents. The R-MX3 district allows for density ranges between; Detached-House-Small-Format Lot building types at one unit per lot (approximately 22 units per acre) to Apartment-Large Lot buildings at 13+ dwelling units per lot built on ½ block format (1,100 SF per unit). An Apartment Complex is capped at 17.7 du/ac if not built on a ¼ or ½ block building types format. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards and are not used in a manner to avoid or disrupt street connectivity.

10. A "stepped down" approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

11. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

12. This application advances the public interest by allowing a development opportunity, where absorption of underserved housing, employment, sales, and service, can be accommodated.

13. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

14. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

15. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

16. The applicant held a neighborhood meeting on June 23, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

17. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

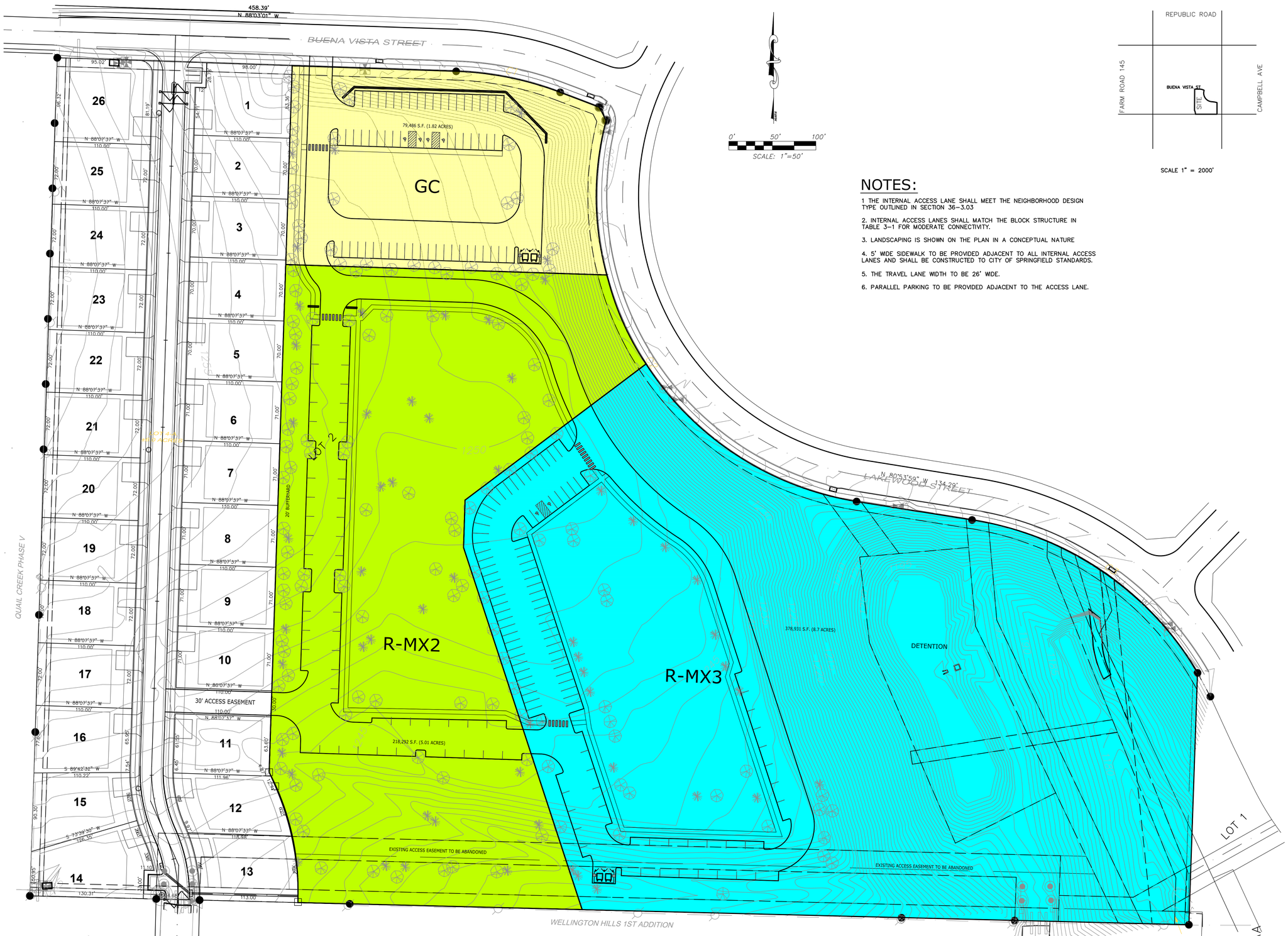
STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's City Corridor placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.



NOTES:

1. THE INTERNAL ACCESS LANE SHALL MEET THE NEIGHBORHOOD DESIGN TYPE OUTLINED IN SECTION 36-3.03
2. INTERNAL ACCESS LANES SHALL MATCH THE BLOCK STRUCTURE IN TABLE 3-1 FOR MODERATE CONNECTIVITY.
3. LANDSCAPING IS SHOWN ON THE PLAN IN A CONCEPTUAL NATURE
4. 5' WIDE SIDEWALK TO BE PROVIDED ADJACENT TO ALL INTERNAL ACCESS LANES AND SHALL BE CONSTRUCTED TO CITY OF SPRINGFIELD STANDARDS.
5. THE TRAVEL LANE WIDTH TO BE 26' WIDE.
6. PARALLEL PARKING TO BE PROVIDED ADJACENT TO THE ACCESS LANE.

CONCEPTUAL SITE PLAN

scale: 1" = 50'-0"

PINNACLE DESIGN CONSULTANTS

PINNACLE DESIGN CONSULTANTS
CIVIL · STRUCTURAL ENGINEERING
304-B West Erie St. · Springfield, Mo 65807
417.501.8820 · pinnacledc.com

PINNACLE DESIGN CONSULTANTS, LLC
MISSOURI STATE CERTIFICATE
OF AUTHORITY
2008014018

SEAL

David D. Bodeen, PE
MO# E-2001004558

7-2-26

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REVISIONS

- ☐ REVISION #1 _____
- ☐ REVISION #2 _____
- ☐ REVISION #3 _____

CONCEPTUAL SITE PLAN
FOR
THE RIDGE HZ
1006 W. BUENA VISTA ST.
SPRINGFIELD, MO

DATE 06/22/2026
COMM. NO.
SHEET C1
OF 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: PD-377 *(existing zoning)* to GC, RMX2, and RMX3 *(proposed zoning)*
2. Meeting Date & Time: June 23, 2026 from 4:00 to 6:30 pm
3. Meeting Location: 1012 W. Buena Vista St. - Near the fire gate.
4. Number of invitations that were sent: 125 (185' envelopes: 22 and 500' envelopes: 103)
5. How the mailing list was generated: City provided mailing labels
6. Number of neighbors in attendance (attach a sign-in sheet): 8
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

-Neighbors want the fire gate on Buena Vista to stay.

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

NA

I, Lillie Bodeen *(print name)*, attest that the neighborhood meeting was held on 06/23/2026 *(month/date/year)* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Lillie Bodeen
Signature of person completing affidavit

Lillie Bodeen
Printed name of person completing affidavit

Name	Phone Number	Email	Address
TIM BERTHOLDI	417-848-1266	rube70@msn.com	1110 W. Rockhill
JEFF FIERKE	417.988.1580	JFIERKE@ATT.COM	818 W. SHERWOOD
David Cobb	417 850-0012	———	4651 S. Quail
LEVI WILSON	417-676-5859	leviw0419@gmail.com	4720 S BUCKINGHAM
Ryan Steck	417-536-3524	u2vertigo77@gmail.com	4638 S. Quail Creek
Beth Hall	417-839-9495	bethhall66@yahoo	4470 S. Quail Creek
Rod Smith	417-844-3095	RDS515@MCHSI.COM	4650 S Quail Creek
Sam Watts	417-521-~~0868~~ 9068	swatts1126@yahoo.com	4685 S. Quail Creek

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-175 (JENSON)

FILED: 07/21/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A general ordinance amending Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, and 834 South Kansas Avenue from R-MX1, Mixed-density Neighborhood – Low District and R-MX2, Mixed-density Neighborhood - Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map. (By: Ege Properties, LLC, Ege Holdings, LLC metal; 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue; Z-17-2026.)

PURPOSE: A general ordinance amending Chapter 36, Article 4, Section 4.01B, 'Official zoning map,' by rezoning approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue from R-MX1, Mixed Density Neighborhood - Low District and R-MX2, Mixed Density Neighborhood – Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed Density Neighborhood - High District (Staff and Planning and Zoning Commission recommend approval).

BACKGROUND INFORMATION: The applicant is requesting to rezone approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue from R-MX1, Mixed Density Neighborhood - Low District and R-MX2, Mixed Density Neighborhood – Medium with Conditional Overlay District No. 19 to R-MX3, Mixed Density Neighborhood - High District. The applicant intends to build a mixed residential development with townhomes and apartments.

REMARKS:The Planning and Zoning Commission held a public hearing on July 16, 2026, and recommended approval, by a vote of 8 to 0.

The Planning and Development staff recommends the application be approved (see the attached Development Review Staff Report).

FINDINGS FOR STAFF RECOMMENDATION:

1. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Mixed Residential placetype.

2. This application is consistent with the Mixed Residential placetype that lists single-family attached and multi-family as primary land uses. The Mixed

Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

3. The current Conditional Overlay District No. 19 limits the density in the R-MX2 zoned area to 11 dwelling units or less per acre.

4. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi-unit buildings in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents.

5. The R-MX3 district allows for density ranges between; Detached-House-Small-Format Lot building types at one unit per lot (approximately 22 units per acre) to Apartment-Large Lot buildings at 13+ dwelling units per lot built on ½ block format (1,100 SF per unit). An Apartment Complex is capped at 17.7 du/ac if not built on a ¼ or ½ block building types format. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards and are not used in a manner to avoid or disrupt street connectivity.

6. This rezoning request includes a non-binding conceptual zoning plan (Attachment 2). The conceptual plan shows compliance with the comprehensive plan and indicates that a private internal access lane can align with the required block structure. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

7. A “stepped down” approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

8. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

9. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

10. There are few changing conditions in the area affected that make the proposed rezoning necessary.

11. The range of uses in the proposed R-MX3 district is compatible with the uses permitted on other property in the immediate vicinity.

12. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

13. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

14. The proposed zoning will not correct an error in the application of this article but rather will provide a viable use of the property subject to the provisions of the zoning district.

15. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

    STAFF RECOMMENDATION:Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential placetype and on the finding of facts above.

Submitted By: Daniel Neal, Senior City Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments:
1. Z-17-2026 701, 717, 731, 737, 753, 801, 804, 807, 815 and 834 S Kansas Ave
2. Z-17-2026_exhA
3. Z-17-2026_exhB
4. Z-17-2026_exhC

One-rdg. _____
P. Hrngs. X
Pgs. 27
Filed: 08-04-26

Sponsored by: Jenson

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-175 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING Chapter 36, Article 4, Section 4.01B of the Land Development Code, 'Official Zoning Map,' by rezoning approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, and 834 South Kansas Avenue from R-MX1, Mixed-density Neighborhood – Low District and R-MX2, Mixed-density Neighborhood - Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed-density Neighborhood – High District; and adopting an updated Official Zoning Map.

WHEREAS, an application has been filed for a zoning change of the property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, and 834 South Kansas Avenue from R-MX1, Mixed-density Neighborhood – Low District and R-MX2, Mixed-density Neighborhood - Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed-density Neighborhood – High District; and

WHEREAS, following proper notice, the Planning and Zoning Commission held a public hearing on July 16, 2026, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit B," and said Commission made a recommendation of approval by a vote of 8 to 0; and

WHEREAS, the City has reviewed the applicant's request and prepared a staff report concerning the application, which is attached hereto and incorporated herein by this reference as "Exhibit C"; and

WHEREAS, proper notice was given of a public hearing before City Council, and said hearing was held in accordance with the law.

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

Section 1 – The property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, and 834 South Kansas Avenue and described in "Exhibit A," which is

attached hereto and incorporated herein by this reference, is hereby rezoned from R-MX1, Mixed-density Neighborhood – Low District and R-MX2, Mixed-density Neighborhood - Medium District with Conditional Overlay District No. 19 to R-MX3, Mixed-density Neighborhood – High District. Springfield Land Development Code Section 4.01B, 'Official Zoning Map,' is hereby amended, changed, and modified consistent with this Ordinance.

Section 2 – City Council hereby directs the City Manager, or designee, to update the City's digital zoning map to reflect this rezoning, and City Council adopts the map thereby amended as the Official Zoning Map of Springfield, Missouri, as provided for in the Springfield Land Development Code, Section 36-4.01B, 'Official Zoning Map.'

Section 3 – The Official Zoning Map herein adopted shall be maintained and archived in the same digital form in which this Council has approved its adoption.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
LEGAL DESCRIPTION

A PART OF DADE SUBDIVISION AND A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 29 NORTH, RANGE 22 WEST OF THE 5TH P.M., LYING EAST OF THE EASTERLY LINE OF KANSAS EXPRESSWAY IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING FROM THE SOUTHEAST CORNER OF SAID SECTION 22, THENCE N02°14'46"E, ALONG THE EAST LINE OF SAID SE ¼, 967.90 FEET TO THE SOUTHEAST CORNER OF SAID DADE SUBDIVISION; THENCE N02°14'46"E, ALONG THE EAST LINE OF SAID SE ¼, 80.00 FEET AND SAID POINT MARKS THE TRUE POINT OF BEGINNING; THENCE N02°14'46"E, ALONG THE EAST LINE OF SAID SE ¼, 1037.26 FEET; THENCE N87°50'54"W, 323.35 FEET TO AN IRON PIN ON THE EASTERLY LINE OF SAID KANSAS EXPRESSWAY, THENCE ALONG SAID EASTERLY LINE OF KANSAS EXPRESSWAY THE FOLLOWING FIVE COURSES: S27°04'51"W, 86.02 FEET; THENCE S30°53'14"W, 300.37 FEET; THENCE S28°01'29"W, 200.00 FEET; THENCE S27°04'12"W, 600.08 FEET; THENCE S27°01'01"W, 63.78 FEET TO AN IRON PIN SET AT THE INTERSECTION OF SAID EASTERLY LINE OF KANSAS EXPRESSWAY AND THE NORTH LINE OF COWAN'S SUBDIVISION; THENCE S88°15'17"E, ALONG THE NORTH LINE OF COWAN'S SUBDIVISION, 594.11 FEET; THENCE N02°14'46", 80.00 FEET TO THE NORTH LINE OF LOT 12 OF SAID DADE SUBDIVISION; THENCE S88°15'17"E ALONG SAID NORTH LINE OF LOT 12, 275.01 FEET TO THE POINT OF BEGINNING. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD. BEARINGS ARE BASED ON THE MISSOURI COORDINATE SYSTEM OF 1983, CENTRAL ZONE.

EXHIBIT B
RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 16, 2026

Z-17-2026
701, 717, 731, 737, 753, 801, 804, 807, 815, 823 & 834 South Kansas Avenue
Applicant: Adam Stacey

Daniel Neal stated that this is a request to rezone approximately 15.35 acres of property from R-MX1, Mixed Density Neighborhood - Low and R-MX2, Mixed Density Neighborhood – Medium with Conditional Overlay District No. 19 to R-MX3, Mixed Density Neighborhood – High.

COMMISSION ACTION: (amend)
Planning and Zoning Commissioner Hunton moved to approve the updated conceptual site plan for Z-17-2026. Commissioner Pauly seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Gunther. Abstain: None.

Commissioner Pauly inquired about a former borrow/fill site (potential location of detention basin) and traffic safety of the re-aligned driveway (deemed safe due to favorable offset).

Lexi Hunsucker stated that she believes it could be a potential location of a detention basin and Chad Zickefoose noted that they addressed the overhead transmission line by moving the driveway further south and it still would meet the design standards.

Commissioner Scott asked about the shifting driveway and if it caused any safety hazards that the Commission should consider.

Chad Zickefoose stated that there was no requirement by code that it has to line up and have no safety concerns or issues.

Commissioner Doennig opened the public hearing.

Mr. Ethan Dahl, 2804 N. Diagio Street, confirmed plans to meet all city requirements and a traffic study required widening of the road along the development from 18 to 22 feet on their side, with no other geometric changes.

Commissioner McClure asked about the amount of investment that this would represent.

Mr. Dahl noted that he did not know the answer.

Mr. Kaleb Steinbough, 714 E. Edgewood Street, expressed concern about the narrowness of State Street (especially the north end) and potential traffic increases from the proposed 300 units and suggested reducing units to 200 if the road is not fixed and requested to review the traffic study.

Commissioner Doennig closed the public hearing.

COMMISSION ACTION:
Planning and Zoning Commissioner Jacquez moved to approve Z-17-2026. Commissioner Souliere seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Gunther. Abstain: None.

Bob Hosmer, AICP
Planning Manager

CITY OF Springfield

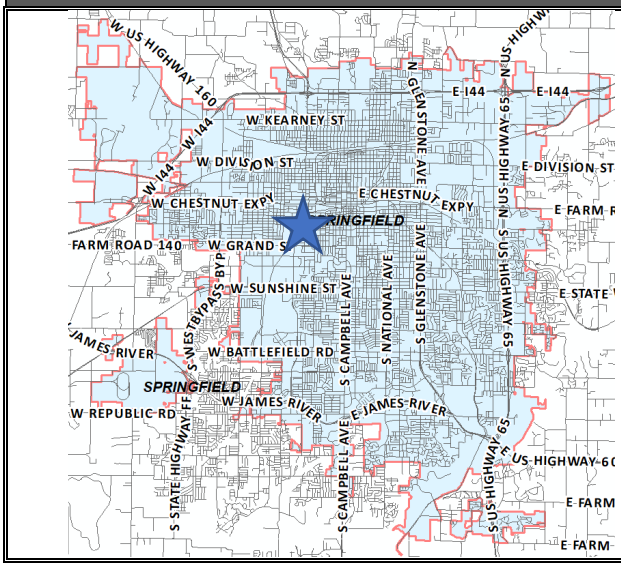
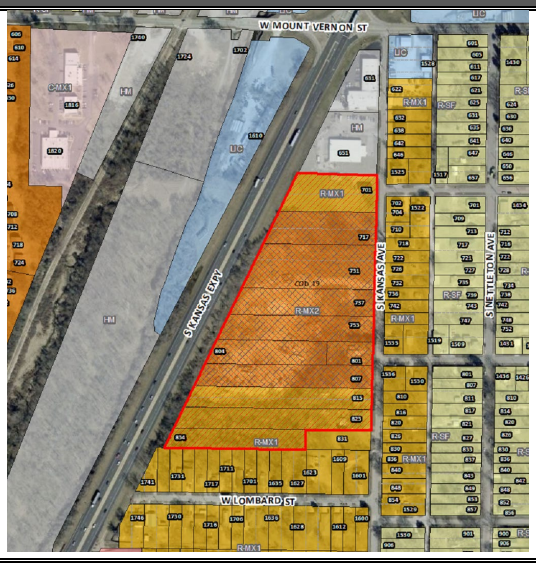
DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION

Case Number:	Z-17-2026
Location:	701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue
Total Acres:	15.35 acres
Applicant:	Ege Properties, LLC, Ege Holdings, LLC etal
Existing Land Use:	Single-family homes and vacant/undeveloped land
Neighborhood Meeting:	June 25, 2026
Planning and Zoning Commission:	July 16, 2026
City Council:	August 10, 2026
Public Notification:	Mail, posted property, and legal in Springfield News-Leader
Staff:	Daniel Neal, Senior Planner
Staff recommendation:	Staff recommends approval
Proposed motion:	I move to recommend approval of rezoning case Z-17-2026 (All commission motions are made in the affirmative).
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

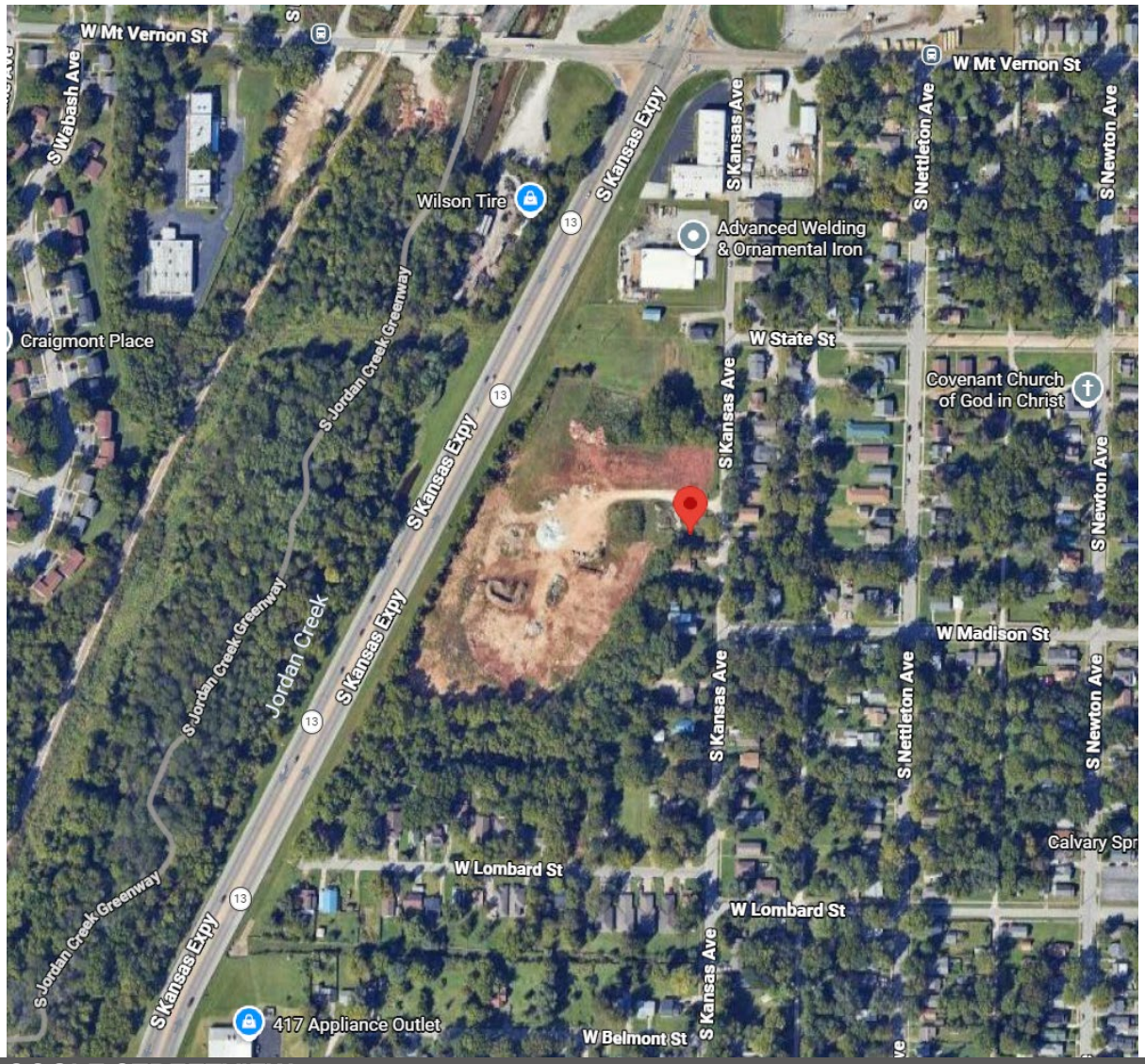
Request to rezone approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue from R-MX1, Mixed Density Neighborhood - Low District and R-MX2, Mixed Density Neighborhood – Medium with Conditional Overlay District No. 19 to R-MX3, Mixed Density Neighborhood - High District.

LOCATION MAP	ZONING MAP
	

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DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE STREETVIEW:



CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

PROPERTY HISTORY:

The subject property was annexed into the City in 1950. It was originally zoned R-TH as part of the 1995 Citywide rezoning and a portion of it rezoned to R-LD with Conditional Overlay District No. 19 in 2008. The 2026 Citywide rezoning translated the R-TH to R-MX1 and R-LD to R-MX2. The Conditional Overlay District which restricts the density still applies.

PLANNING AND ZONING COMMISSION AUTHORITY:

Sec. 36-2.05 Rezoning

B. **Review Criteria.** Review, recommendations, and decisions for a proposed rezoning shall be based on evaluating and balancing the following criteria.
   1. The proposed district is consistent with the goals and objectives of the comprehensive plan and any other plan, policy or guidance adopted pursuant to that plan.
   2. Whether the area has changed since the existing zoning has been in place, or it is changing to a degree that it advances the public interest to rezone the property.
   3. The proposed district will enable development in character with existing or anticipated development in the area considering:
      a. The design of streets, civic spaces, and other open space;
      b. The mix, density, or intensity of potential uses;
      c. The pattern, scale, and format of buildings and sites enabled by district standards.
      d. The compatibility with and transition to tother districts, development, or uses in the vicinity; and
      e. Any reasonably anticipated negative impacts can be mitigated by applicable development standards or planning, design, and engineering practices applicable to the site.
      f. Any rezoning application conditioned on a zoning site plan may be evaluated based on that plan; otherwise, the entirety of what may be enabled by the zoning district shall be considered with the above criteria.
   4. The City or other agencies can provide services, facilities, and infrastructure that may be necessary for anticipated uses in the proposed district, including capacity of the surrounding street network and access on specific street frontages.
   5. Reasonable viable economic use of the subject property will be precluded if the proposed rezoning is denied.
   6. The recommendations of any professional staff or advisory review bodies, and any additional testimony or evidence on the record.
   7. Any relevant information submitted or presented at the public hearing.

C. Review Procedure. In addition to the general requirements in Table 2-1 and Section 36-2.01, the following procedures shall apply to rezoning applications:
   1. Applications may be accompanied by a conceptual, non-binding zoning site plan to demonstrate conformance with the comprehensive plan. In the instance that staff requires more information to ensure conformance with the comprehensive plan, the PD Director may require that applications for rezoning include a zoning site plan where:
      a. The request presents a potentially incompatible transition to adjacent property based on intensity of potential uses, scale of potential development, or other operational characteristics permitted in the proposed district;

b. The generally applicable site design and development standards of the proposed district may not adequately address the potential adjacencies or compatibility issues considering the context and scale of the proposed rezoning; and
c. The rezoning criteria in Section 36-2.05.B cannot be adequately evaluated absent some type of plan framing the extent and characteristics of future development beyond what is generally allowed in the district.

2. Applicants may propose that a rezoning request be conditioned on a zoning site plan for a specific development application.
   a. In this case, the zoning site plan shall be evaluated according to the criteria in Section 36-2.03.B.
   b. The Planning and Zoning Commission may recommend and the City Council may approve the request based on any specific elements, conditions, or limitations proposed in that plan, including uses, scale, and intensity of development.
   c. Any such rezoning shall be designated by a "-C" on the zoning map with a numeric and/or date reference to the specific ordinance and zoning site plan included.

ZONING ORDINANCE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR R-MX3
Lot Width Minimum	50 feet
Building Setbacks	25 feet front, 5 feet side, and 10 feet rear
Maximum Height	35 feet/2.5 stories. Any portion of a multi-unit building taller than 32 feet shall be setback at least 15 feet when property adjoins R-SF district and any apartment building taller than 32 feet shall comply with the 45 degree bulk plane when property adjoins a R-SF district.
Minimum Open Space	20 percent of the total lot area.
Buffering and Landscaping	The required landscape shall be based on different elements of the site according to Table 8-1. Buffer types shall be required and applied as indicated in Table 8-3 of the Land Development Code.

ARTICLE 3: CONNECTIVITY & BLOCK SIZES:
Where oversized parcels are platted for special land uses or development patterns that accommodate large-scale buildings, such as campuses, employment centers, or regional commercial areas, platted blocks may be larger provided private internal access lanes match the block structure of Table 3-1. Private internal access lanes shall be used to mimic public street networks and streetscapes for over-sized parcels and large-scale development

Private internal access lanes shall provide streetscape and design amenities similar to the street design types in Article 3 and create logical extensions and connections to the public street network beyond the project. They are intended to organize parcels, tracts, and lots similar to the surrounding block structure and development patterns; provide efficient access for all applicable

modes of transportation; and create public space and frontages similar to the street design types and streetscapes of public streets.

Table 3-1: Block Sizes & Street Connectivity

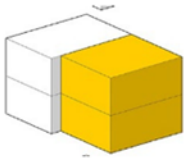
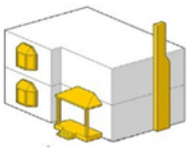
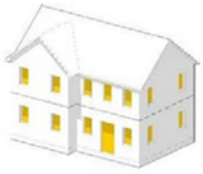
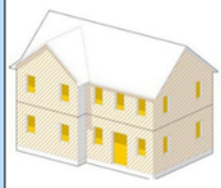
Planning Context	Block Size	Closed-End Street Limits
Compact, Walkable – High Connectivity *Downtown, near downtown areas, and walkable commercial and mixed-use areas, typically in the following placetypes: Downtown; Mixed Use; Mixed Residential.*	150' min. 500' max. 4 ac. max.	Prohibited
General Neighborhoods & Corridors – Moderate Connectivity *Walkable mixed-density urban and suburban neighborhoods and other areas supporting commercial corridors or employment areas outside walkable centers, typically in the following place types: Traditional Residential Neighborhood, Center City Neighborhood, Mixed Residential, City Corridor, Institutional & Employment Center.*	200' min. 800' max. 7.5 ac. max.	800' per Exceptions in Section B.2 only
Campus, Rural, or Remote Areas – Low Connectivity *Limited to areas of low intensity/density uses with limited access needs or large–scale uses with internal circulation, where disrupting the development patterns and street network is justified, typically in the following place-types: Institutional & Employment Center, Business Flex, Industry & Logistics, rural/ undeveloped areas, or to account for large urban green space & recreation areas.*	250' min. 1,320' max. 12 ac. max.	800' max.

ARTICLE 5: RESIDENTIAL DESIGN:

The Residential Development & Design standards have the following intent:

A. Enhance the appearance and livability of neighborhoods through thoughtful neighborhood design, including streetscapes, parks and trails, and other focal points that shape neighborhood character.
B. Strengthen the unique character and identity of distinct neighborhoods including suburban and urban contexts.
C. Provide housing variety throughout the city and a compatible mix of building types within neighborhoods.
D. Restore and revitalize neighborhoods with appropriate-scale infill and rehabilitation projects.
E. Foster "complete neighborhoods" by ensuring proximity and access to neighborhood-supporting uses and housing integrated into mixed-use districts and corridors.
F. Promote lasting and sustained investment in neighborhoods with quality design.

Table 5-5: Residential Building Design Standards

Design Detail			Building Type: Detached House (all)	Duplex	Multi-unit House, Townhouse	Apartment (all)
Wall Plane.	*Maximum wall plane without a massing variation of 4'+ on at least 25% of elevation.*		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	500 s.f. or 40 linear feet	1,000 s.f. or 50 linear feet
	Maximum wall plane without modulation on at least 20% of the wall plane.		250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	250 s.f. or 25 linear feet	300 s.f. or 25 linear feet
Roof Plane Limits. *Maximum roof plane without an offset of at least 2', complex planes, dormers, or gables.*			n/a	n/a	600 s.f. or 50 linear feet	1,000 s.f. or 70 linear feet
					Does not apply to flat roofs provided there is a parapet, cornice or other defined edge at the roof line	
Transparency. *Minimum window and door openings per elevation.*			20% on all street-facing facades; 10% on all non-street-facing facades			30% on all street-facing facades; 20% on all non-street facing facades; 50% on first story if ground floor is non-residential
Materials.			No fewer than 2, but no greater than 5 materials total	*Primary* – at least 55% *Secondary* – 20-30% (limit 2) *Accent* – 5-15% Limit – 5 materials total		*Primary – 55-80%* *Secondary – 20-30%* *Accent – 5-15%* Limit – 5 materials total
			See 36-5.04.C.4.a			

COMPATIBILITY WITH COMPREHENSIVE PLAN:

PLACETYPE:

The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Mixed Residential placetype.

The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. This includes townhomes, rowhomes, duplexes, apartments,

student housing, and single-family detached homes that have been converted into multiunit dwellings. Residential uses are supported by key cultural and institutional centers, such as schools and places of worship. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype. Encouraging investment to enhance existing properties as well as attracting new high-quality development with attention to scale and building design is a key focus to ensure desirable character within the placetype.

Placetypes are not as rigid as zoning districts and allow for supporting or ancillary uses which complement and enhance its sense of place; as an extension of this, a single placetype is not likely to be defined by a single zoning district or even a collection of closely related zoning districts (e.g. industrial districts), but rather a mix of tangentially related zoning districts which together form a cohesive sense of place when developed with similar character, scale, and form.

Primary Land Uses:

- Single-family attached
- Single-family detached
- Multi-family

Supporting Land Uses:

- Parks, greenways and open space
- Low-intensity urban agriculture
- Public and private schools and places of worship
- Low-intensity neighborhood commercial

Characteristics

TRANSPORTATION & INFRASTRUCTURE

1. Access management is improved for vehicles through curb cut consolidation and cross-access between properties, reducing traffic conflicts and backups
2. Electric vehicle charging facilities, pedestrian and bicycle infrastructure, and automated vehicle parking and loading spaces are integrated along major corridors and integrated into private development plans.
3. Traffic-calming measures, such as speed-humps, bump-outs, roundabouts, landscaped chicanes with integrated stormwater management, and on-street parking are used to slow traffic.
4. Quality of place and identity is enhanced through preserving and planting trees, and other landscaping and traffic calming improvements are made that double as streetscape elements
5. Best management practices for stormwater management are required in development projects and within public rights-of-way, such as permeable paving, rain gardens, green roofs, native landscaping, and other low impact design strategies.
6. Sidewalk gaps are filled, and sidewalks connect to transit routes, greenways and trails, and supportive uses are located within the neighborhood and around the perimeter.
7. Street network is well-connected, designed for slow traffic, and includes pedestrian facilities.

8. As technology, trends, and funds permit, utilities are buried or are consolidated along rear property lines, reducing conflicts with street trees, pedestrian infrastructure, and viewsheds.
9. Transit service is expanded along key commercial corridors over the long term with bus stops enhanced with shelters and live timetables.
10. The higher density nature of the placetype prioritizes these areas for future transit access and Transit-Oriented Development (TOD) as the City looks to expand the system in the long term.

URBAN DESIGN - BUILDING AND SITE TYPOLOGY

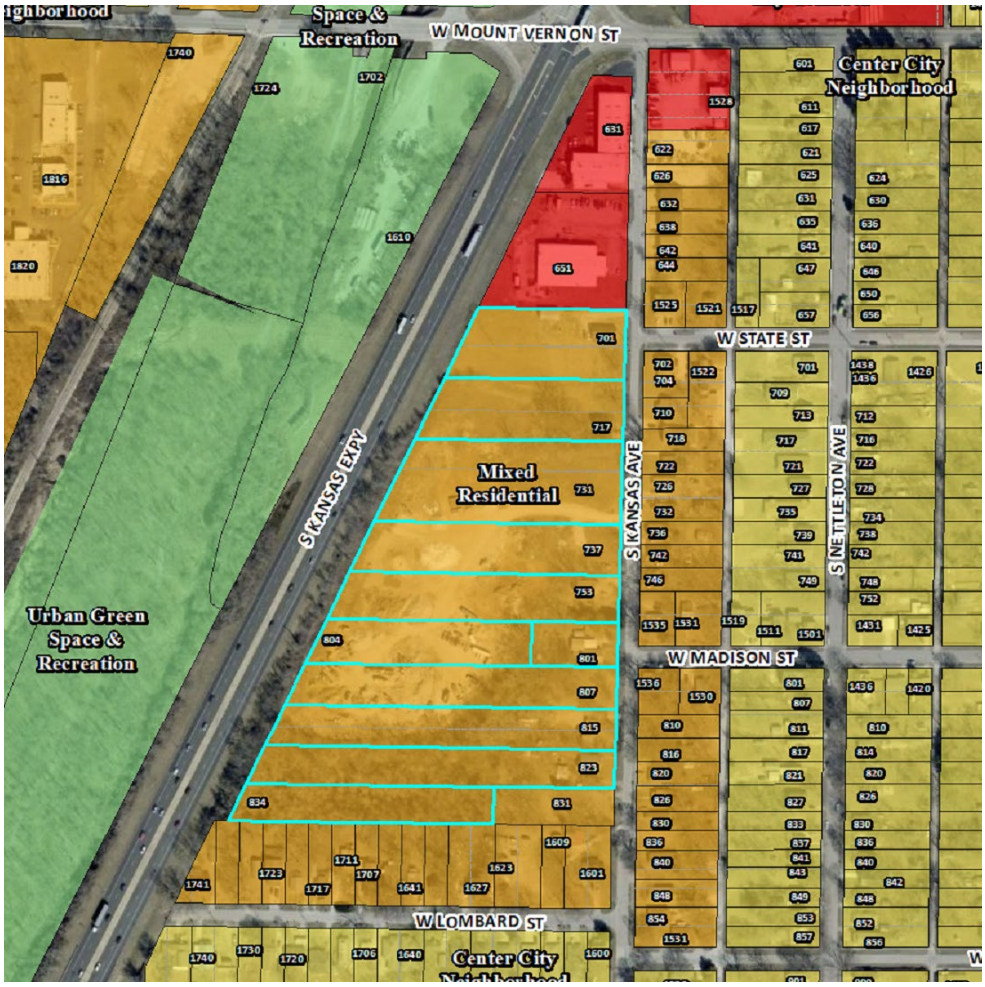
1. Residential development and neighborhood-scale commercial buildings are oriented to the street and focus on pedestrian scale.
2. Parking is to be located behind or beside the primary buildings with abundant landscaping and screening. Pedestrian pathways to provide safe access to business entrances.
3. Preservation of neighborhood schools and adaptive reuse of existing residential and non-residential structures is encouraged.
4. New structures reflect the character and context of the historic neighborhood fabric and developed area.
5. A greater focus on site design, parking access, massing, and building orientation are adopted to ensure new development is complementary to adjacent lower density residential development.
6. Multi-story buildings designed with active ground floor spaces are visible and inviting to the pedestrian with transparent, glass windows and doors.
7. Quality materials, construction methods, workmanship, and design are incorporated into new development and redevelopment.
8. A mix of building heights is supported through structured site and building design strategies to soften the impact on adjacent lower intensity residential development.
9. The main entrance of new development is oriented towards the primary street.
10. Windows, balconies, and porches are encouraged on upper stories to provide informal security with “eyes on the street” and activation.
11. Lighting, signage, landscaping, mail, and delivery accommodations are proactively incorporated into the site design.
12. Mechanical equipment, trash receptacles, and recycling bin storage areas are fully screened or located away from major roadway view.

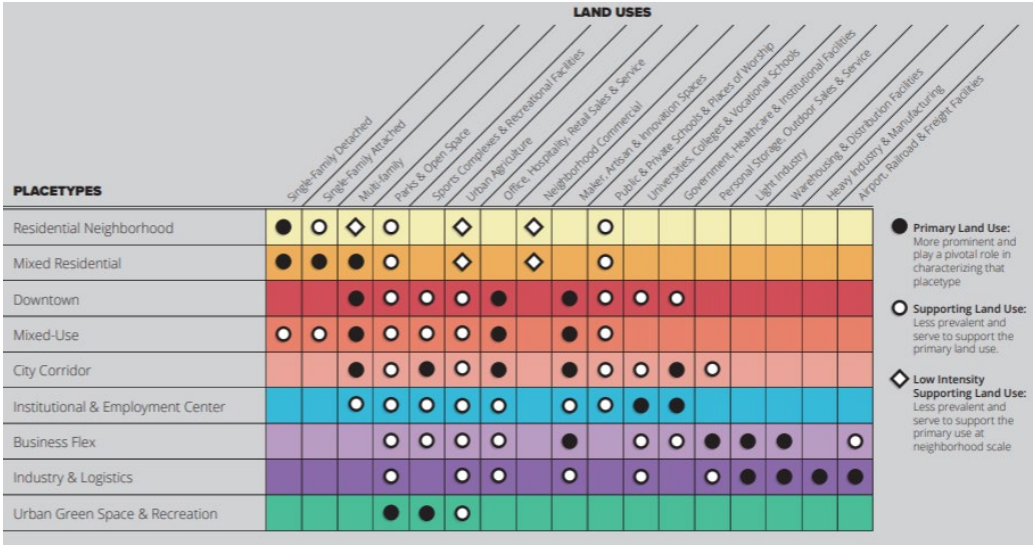
Transitions:

1. Mixed Residential placetypes near the Downtown and city corridors help generate activity and increase access to local shoppers, while providing high-quality, affordable housing options.
2. Mixed Residential developments are prioritized and supported in locations adjacent to major employment centers, activity centers, healthcare facilities, higher education facilities, schools, major parks, greenways, recreational facilities, and existing city corridors in need of an expanded customer-base and reinvestment.
3. Higher density residential is sufficiently screened and buffered from lower density uses.

DEVELOPMENT REVIEW STAFF REPORT

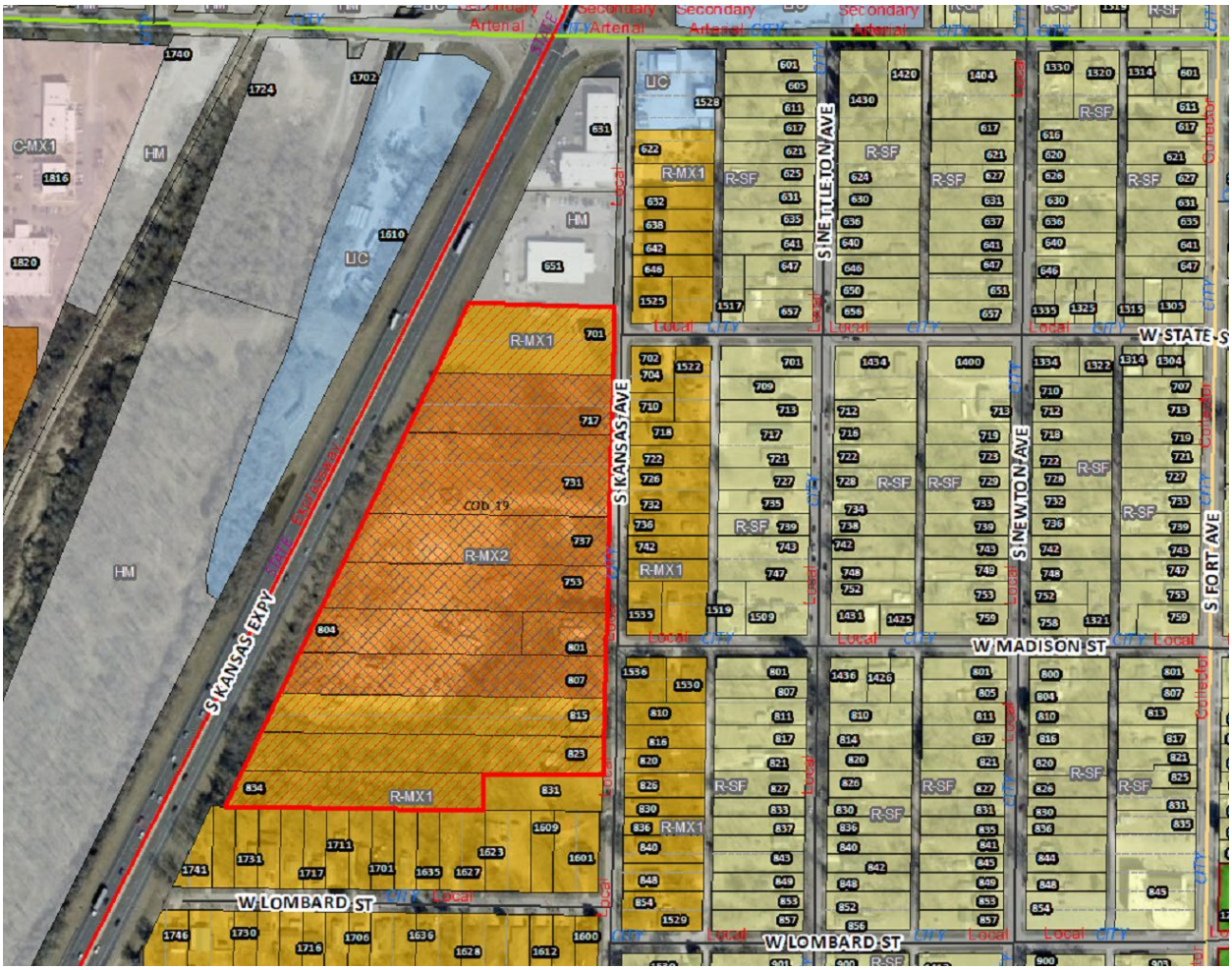
FUTURE PLACETYPE MAP:





DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



SURROUNDING ZONING, LAND USES AND PLACETYPES:

	NORTH	SOUTH	EAST	WEST
ZONING	HM	R-MX1	R-MX1	HM & LIC
LAND USE	Industrial uses	Single-family residential uses	Single-family residential uses	Industrial & vacant uses
PLACETYPES	City Corridor	Mixed Residential	Mixed Residential	Urban Green Space

DEPARTMENT OF BUILDING DEVELOPMENT SERVICES:

No comments on rezoning.

CITY UTILITIES:

No issues with the rezoning, however the site plan appears to conflict with CU's existing overhead transmission line and easement near the north end of the development. Relocation of this facility is not likely to be practical.

DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

No issues with the rezoning. Public sewer still needs to be extended to serve the site.

FIRE DEPARTMENT:

No comments.

MISSOURI DEPARTMENT OF TRANSPORTATION:

No comments on rezoning.

DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

TRAFFIC REPORT

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	S Kansas Avenue	Local	City	25	25	NA	No	Yes	Yes
Street 2	S Kansas Expressway	Expressway	MoDOT	65	100	33,000	No	Yes	No

ACCESS - All new or modified driveway approaches shall comply with current City of Springfield standards for the street classification.

TRAILS, BUS STOPS, AND ADDITIONAL INFORMATION - The Jordan Creek Greenway Trail is just west of the property. There are bus stops Mount Vernon Street and Grand Street near the property.

IMPROVEMENTS - No improvements are required for this rezoning. A Traffic Impact Study (TIS) is required at the time of development. The requirements of said study shall be incorporated in the site plan, public improvement plans, or other permits as applicable. All public improvements required for the development must be constructed or escrowed prior to approval of any building permit or plat.

DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

SITE DESCRIPTION & DRAINAGE PATTERN

	Drainage Basin	Fee in Lieu Flood Control	Fee in Lieu Water Quality	Stream Buffer	Sinkhole or Watershed	Floodplain/ Floodway

701 S Kansas Ave	Jordan Creek Lower Branch	No	No	No	No	Yes

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

DETENTION AND DISCHARGE REQUIREMENTS
1. Flood Control required for development on the proposed rezoning properties.
a. The site is draining to the SW area draining to S Kansas Expy drainage channel. Drainage Channel is under MODOT jurisdiction. Stormwater Control Measure required for preventing increase of peak flowrate.
b. Known downstream flooding issues will prevent any fee in lieu of detention applications.

WATER QUALITY REQUIREMENTS
1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1.

FLOODPLAIN
1. Floodplain is present on the southwest area of the property along the S Kansas Ave drainage channel. The floodplain presence will require the drainage channel and flood plain elevations analyzed to confirm the future proposed stormwater control measure can still drain during flooding events.

NATURAL CHANNEL & STREAM BUFFERS
N/A

SINKHOLES & KARST FEATURES
1. City does not have records of a sinkhole or karst feature on property. The site used to be a burrow and fill site along the western and south areas. Green County formally used to have a karst feature marked on the site. Contours and adjacent properties reporting sinkholes will require the future development(s) to have a geotechnical evaluation prior to permit approval.

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is requesting to rezone approximately 15.35 acres of property generally located at 701, 717, 731, 737, 753, 801, 804, 807, 815, 823, & 834 South Kansas Avenue

from R-MX1, Mixed Density Neighborhood - Low District and R-MX2, Mixed Density Neighborhood – Medium with Conditional Overlay District No. 19 to R-MX3, Mixed Density Neighborhood - High District. The applicant intends to build a mixed residential development with townhomes and apartments.

2. The current Conditional Overlay District No. 19 limits the density in the R-MX2 zoned area to 11 dwelling units or less per acre.

3. The *Comprehensive Plan's Land Use & Development* chapter identifies the subject property within the Mixed Residential placetype.

4. This application is consistent with the Mixed Residential placetype that lists single-family attached and multi-family as primary land uses. The Mixed Residential placetype contains primarily higher density single-family attached and multi-family residential dwellings. Housing for university and college students, young professionals looking for housing close to work, and seniors desiring to downsize are prioritized within this placetype.

5. The R-MX3 district provides residential living in high-density patterns in urban areas or larger-scale multi-family projects in suburban areas where there are appropriate transitions and buffers between neighborhoods and supporting uses along corridors. The character of these areas emphasizes high-activity environments with proximity to or integration with other uses in walkable formats. The predominant building type is large-scale, multi-unit buildings in compact formats in urban areas, or large-scale multi-building complexes in suburban areas. Well-designed urban streetscapes and civic spaces provide amenities for residents.

6. The R-MX3 district allows for density ranges between; Detached-House-Small-Format Lot building types at one unit per lot (approximately 22 units per acre) to Apartment-Large Lot buildings at 13+ dwelling units per lot built on ½ block format (1,100 SF per unit). An Apartment Complex is capped at 17.7 du/ac if not built on a ¼ or ½ block building types format. Multiple building sites are designed and situated within a street block pattern or utilize a private internal access lane to mimic a street system to meet the standards and are not used in a manner to avoid or disrupt street connectivity.

7. This rezoning request includes a non-binding conceptual zoning site plan (Attachment 2). The conceptual site plan shows compliance with the comprehensive plan and indicates that a private internal access lane can align with the required block structure. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

8. A "stepped down" approach is used to transition from higher density/intensity residential and non-residential uses to single-family residential homes and uses, with greater densities/intensities located on higher functioning roadways, at the periphery of the neighborhood.

9. The property will have to meet the residential and non-residential design standards and frontage types, access and parking, landscaping and buffering, and any subdivision activity needed to match the proposed zoning districts.

10. The subject property has access to City Utilities infrastructure, and any necessary extension of such services can be provided via City Utilities' extension policy, though new easements may be necessary to accommodate this.

11. There are few changing conditions in the area affected that make the proposed rezoning necessary.

12. The range of uses in the proposed R-MX3 district is compatible with the uses permitted on other property in the immediate vicinity.

13. There are adequate utility and sewer and water facilities existing or can be provided to serve the uses that would be permitted on the property if it were rezoned.

14. The impact of the uses, which would be permitted if the property were rezoned, is not expected to significantly increase the volume of vehicular and pedestrian traffic or reduce traffic safety in the vicinity.

15. The proposed zoning will not correct an error in the application of this article, but rather will provide a viable use of the property subject to the provisions of the zoning district.

16. A reasonably viable economic use of the subject property will not be precluded if the proposed rezoning is denied.

17. The proposed rezoning was reviewed by City departments and comments are contained in the staff report (above).

18. The applicant held a neighborhood meeting on June 25, 2026, regarding the rezoning request. A summary of the meeting is attached (Attachment 1).

19. The public notice was advertised in the Springfield News-Leader at least 15 days prior to the public hearing. The property was posted by the applicant at least 10 days prior to the public hearing. Public notice letters were sent out at least 10 days prior to the public hearing to all property owners within 185 feet.

STAFF RECOMMENDATION:

1. Staff recommends approval based on the proposal's general conformance to the Comprehensive Plan's Mixed Residential placetype and on the finding of facts above.

PLANNING AND ZONING OPTIONS:

DEVELOPMENT REVIEW STAFF REPORT

The planning and zoning commission shall make one of the following recommendations in connection with each proposed change in zoning district classification of this article:

1. Recommend against the proposed change in the zoning district classification.
2. Recommend a change in the zoning district classification.
3. Recommend a change in the zoning district classification together with recommendations which, in the judgment of the planning and zoning commission, will protect adjacent property and ensure that the proposed amendment is consistent with the purpose and intent of this article.

Attachment 1

AFFIDAVIT OF NEIGHBORHOOD NOTIFICATION and MEETING SUMMARY

1. Request change to zoning from: R-MX1 *(existing zoning)* to R-MX3 *(proposed zoning)*
2. Meeting Date & Time: June 25th, 2026. From 4:00 PM - 6:30 PM
3. Meeting Location: Christ Episcopal Church
4. Number of invitations that were sent: 237
5. How the mailing list was generated: City Generated List
6. Number of neighbors in attendance (attach a sign-in sheet): 6
7. List the verbal comments and how you plan to address any issues:
(City Council does not expect all the issues to be resolved to the neighborhood's satisfaction; however, the developer must explain why the issues cannot be resolved.)

See Attachment.

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

N/a.

I, Ethan Dahl *(print name)*, attest that the neighborhood meeting was held on 6/25/26 *(month/date/year)* and is at least twenty-one (21) days prior to the Planning and Zoning Commission public hearing and in accordance with the attached "Neighborhood Notification and Meeting Process."

Signature of person completing affidavit

Ethan Dahl

Printed name of person completing affidavit

Kansas Expressway Apartments Rezoning

Neighborhood Meeting Verbal Comments

06-25-26

- People speed up and down Kansas Ave. to avoid having to use Kansas Expy. during rush hours.
    - The concern regarding vehicle speeds and traffic volumes on Kansas Avenue was acknowledged. As part of the rezoning review, the City has required a Traffic Impact Study, which is currently under review. In addition, the City has required a 4-foot roadway widening along the west side of Kansas Avenue for the full frontage of the subject property. Any additional transportation improvements will be determined through the City's review process.
- Both north and south intersections of Kansas Ave. at Mt. Vernon, and Grand back up during rush hours.
    - The City has required a Traffic Impact Study as part of the rezoning application, and the study is currently under review. Any recommended roadway or intersection improvements will be evaluated by the City based on the findings of the study.
- The neighborhood could use some sprucing up. There is some crime in the neighborhood east of Kansas Ave.
    - The proposed development represents a significant private investment in the area and is intended to improve currently underutilized properties. While crime and public safety are beyond the scope of the rezoning request, investment in new development can contribute to the continued revitalization of the surrounding neighborhood.
- The neighbors requested that the town home don't look like the duplexes across from Advanced Welding & Ornamental Iron.
    - The applicant understands the neighbors' desire for a high-quality architectural design and will consider this feedback during the final design process, consistent with applicable development standards.
- The lots to be rezoned are run down and could use improvements.
    - The applicant agrees that the properties would benefit from reinvestment. The proposed development represents a substantial investment that will improve the appearance and functionality of the site while replacing existing deteriorated conditions.
- A neighborhood garden would be nice in the some of the open space at the southwest corner of the rezoned lots.
    - The current site plan includes a significant area of open space along the southern portion of the development, which may provide opportunities for community-oriented amenities. The feasibility of a neighborhood garden will be evaluated as the project design progresses.

Sign In Sheet

Name	Phone #	Email
Tim + Mindy Johnson	417-693-3728	mkj2312@gmail.com
CHRIS McGuire	417-380-9900	
Dawn Hoggin	417-493-5500	
Nathan Steinbaugh	417-414-1220	
Kaleb Steinbaugh	(417) 773-7550	
Charlotte Rohrer	(417) 315-0677	
Doug Ryle	417/365-4695	

COMMENT CARD

Enclosed you have received a notice of a "Neighborhood Meeting" submitted by the applicant to discuss a change in land use or zoning in your neighborhood. For all development applications involving an advertised public hearing, City Council requires developers to hold a neighborhood meeting and invite the property owners within 500-feet of the property and to the officers of neighborhood association on file with the Department.

A "Neighborhood Meeting" is held early enough to provide adequate time for the developer to negotiate with the neighborhood in order to resolve any issues and provide any proposed changes to City staff to evaluate and include in City staff reports.

If the developer submits an application for a change in land use or zoning, the property will be posted and there will be public notifications in the newspaper and notifications by mail to the property owners within 185-feet of the project.

The Land Use or Zoning Change Process:

1. Application
2. Neighborhood Meeting (500-feet notification from subject property)
3. Planning and Zoning Commission Public Hearing (185-feet notification from subject property)
4. 1st City Council Public Hearing
5. 2nd City Council Meeting to decide to approve or deny the change in land use or zoning

City staff is available to meet with you or your neighborhood association representative(s) to discuss the proposed change in land use or zoning and answer questions. Staff will submit a report with a recommendation one week prior to the date of the public hearing at the Planning and Zoning Commission.

You can provide comments below by mail or by email at zoning@springfieldmo.gov. Please include your name, address and telephone number as well as the address of the project in your correspondence.

City of Springfield / Development Review Office Staff
840 Boonville Avenue
Springfield Missouri 65801

DATE:	7-9-26	**Phone No.**	417 693-3728
YOUR NAME:	Tim L. Johnson		
EMAIL ADDRESS:	~~[illegible]~~ trailboss2025@gmail.com		
YOUR ADDRESS:	651 S. Kansas Ave		
PROJECT ADDRESS:	701, 717, 731, 737, 753, 801, 804, 807, 815, 823 & 834 S. Kansas Ave		

COMMENTS: I have owned my property for 20 years and know the area very well My problem with the proposed project is the road. I do not agree with the road only being widened only in front of the development. The entire road from Mt. Vernon St to Grand needs to be widened for this project to work. As the road is now there are problems getting on to Mt Vernon St. from Kansas Ave. due to the closeness of the traffic light @ Kansas Expy & Mt. Vernon St. The north end is also very narrow. Two cars can barely meet due to the width of the road. I also feel there should be a better buffer between our property and the proposed project than what they have planned.

CONCEPTUAL PLAN 1.2

OWNER/DEVELOPER
VALIANT MANAGEMENT GROUP LLC
C/O JOSH MANNING
1838 E. BENNETT STREET
SPRINGFIELD, MO 65804
JOSH@VALIANTGROUP.COM

ZONING REQUIREMENTS
ALL UTILITIES TO BE PROVIDED BY:
CITY UTILITIES OF SPRINGFIELD
301 E. CENTRAL
SPRINGFIELD, MO 65802
417-863-9000

SITE AREA: 15.35 AC.
ZONING: R-MX3

MINIMUM OPEN SPACE REQUIRED = 20%
MAXIMUM IMPERVIOUS ALLOWED = 80%

EXISTING IMPERVIOUS
IMPERVIOUS SURFACE = 9,578 SF
EFFECTIVE IMPERVIOUS (9,578/668,646) = 1.432%

INTERIOR LANDSCAPING FOR PROPOSED PARKING LOT:
LIVING INTERIOR LANDSCAPING AREA = 26,053 SF
PARKING AREA = 99,696 SF
MIN. % OF INTERIOR LANDSCAPING/ PARKING AREA = 8%
INTERIOR LANDSCAPING/ PARKING AREA PROVIDED= 26.1%

INTERIOR LANDSCAPING: A MINIMUM OF ONE CANOPY TREE SHALL BE PROVIDED FOR EVERY PARKING LOT ISLAND. PARKING LOT ISLANDS SHALL BE PLACED AFTER 15 CONTINUOUS PARKING SPACES. TREES ON SITE CURRENTLY MAY BE UTILIZED IF THEY MEET CHARACTERISTICS.

BUFFERYARDS:
BUFFERYARD TYPE II (MEDIUM TO LOW)

SOUTH PROPERTY LINE:
10' WIDE MINIMUM BUFFERYARD REQUIRED WITH (1) OVERSTORY TREE PER 40' OF FRONTAGE, (1) UNDERSTORY OR EVERGREEN TREE PER 25' OF FRONTAGE, (1) SHRUB PER 10' OF FRONTAGE.

10' WIDE BUFFERYARDS PROVIDED
REQUIRED PLANTINGS: LENGTH = 868', 22 OVERSTORY, 35 UNDERSTORY OR EVERGREEN, 87 SHRUBS.

NORTH PROPERTY LINE:
10' WIDE MINIMUM BUFFERYARD REQUIRED WITH (1) OVERSTORY TREE PER 40' OF FRONTAGE, (1) UNDERSTORY OR EVERGREEN TREE PER 25' OF FRONTAGE, (1) SHRUB PER 10' OF FRONTAGE.

10' WIDE BUFFERYARDS PROVIDED
REQUIRED PLANTINGS: LENGTH = 313', 8 OVERSTORY, 13 UNDERSTORY OR EVERGREEN, 31 SHRUBS.

WEST PROPERTY LINE FRONTAGE:
STREETSCAPE – (1) OVERSTORY TREE PER 40 LINEAR FEET OF FRONTAGE.

5' WIDE STRIP PROVIDED
REQUIRED PLANTINGS: LENGTH = 868', 22 OVERSTORY, 35 UNDERSTORY OR EVERGREEN, 87 SHRUBS.

SOUTH PROPERTY LINE FRONTAGE:
FRONTAGE & FOUNDATION – (1) OVERSTORY TREE PER 40 LINEAR FEET AND (1) SHRUB PER 5 LINEAR FEET OF LOT FRONTAGE FOR BUILDINGS SETBACK MORE THAN 10' FROM THE FRONT LOT LINE.

WITHIN 25' FROM BUILDING STRIP PROVIDED FOR TREES AND 6' FROM FOUNDATION FOR SHRUBS AND OTHER PLANTINGS:
REQUIRED PLANTINGS: LENGTH = 868', 22 OVERSTORY, 35 UNDERSTORY OR EVERGREEN, 87 SHRUBS.

LANDSCAPING NOTES
QUALITY: ALL TREES AND SHRUBS SHALL HAVE WELL-DEVELOPED LEADERS AND TOPS, AND ROOT CHARACTERISTIC OF THE SPECIES, CULTIVAR OR VARIETY AND SHALL SHOW EVIDENCE OF PROPER NURSERY PRUNING. ALL PLANT MATERIALS MUST BE FREE OF INSECTS, DISEASE, MECHANICAL INJURIES AND OTHER OBJECTIONABLE FEATURES AT THE TIME OF PLANTING.

COVERAGE: GRASS, GROUND COVER, SHRUBS AND OTHER LIVING LANDSCAPE MATERIALS SHALL BE USED TO COVER ALL OPEN GROUND.

TREES SHALL HAVE THE FOLLOWING CHARACTERISTICS:

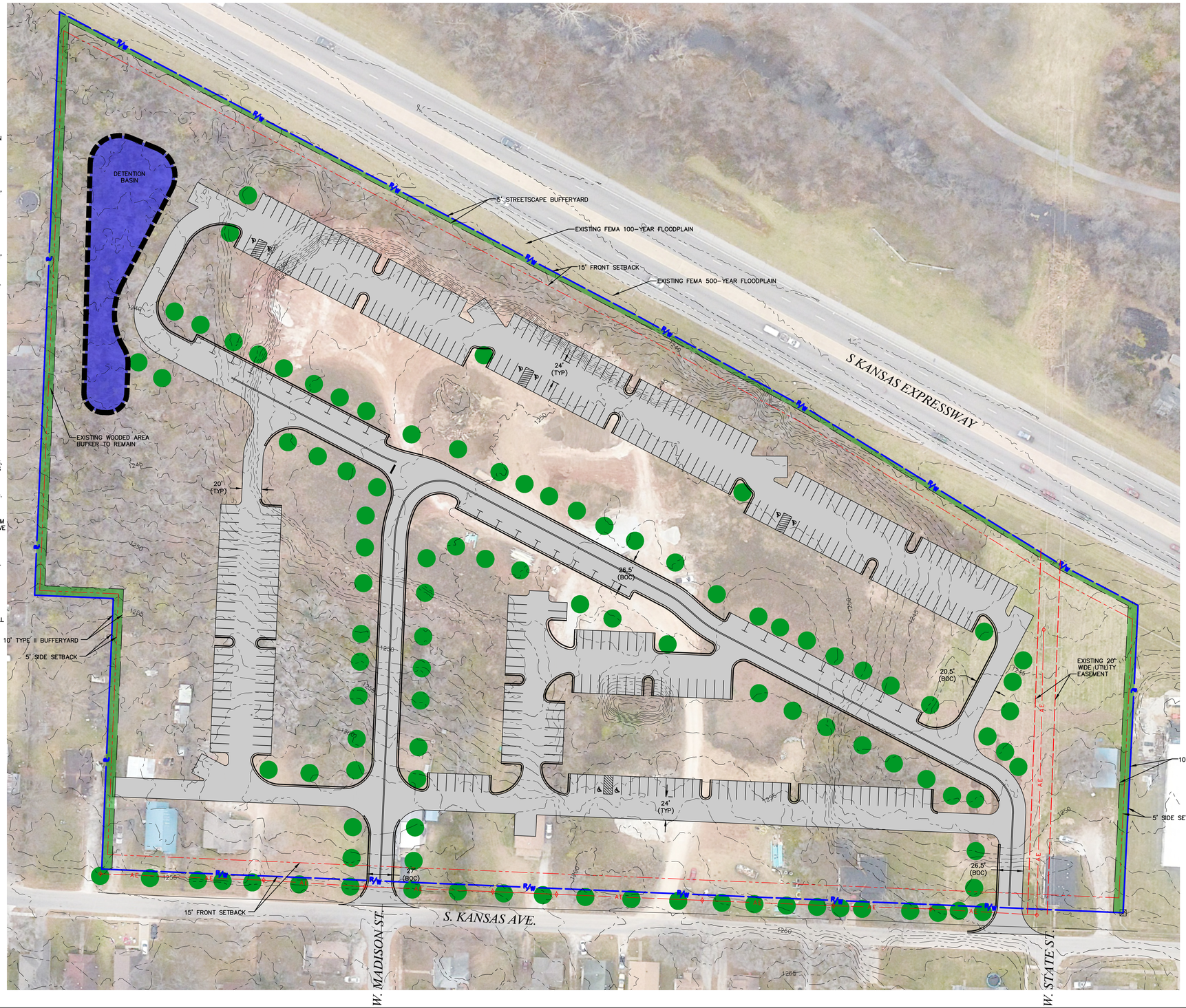
OVERSTORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MINIMUM HEIGHT OF THIRTY FEET AT MATURITY. ALL CANOPY TREES SHALL HAVE A CALIPER WIDTH OF ONE AND ONE HALF INCH AT THE TIME OF PLANTING.

UNDER-STORY TREES SHALL BE DECIDUOUS TREES THAT HAVE A MAXIMUM HEIGHT OF LESS THAT THIRTY FEET AT MATURITY. ALL UNDER-STORY TREES SHALL HAVE A CALIPER WIDTH OF ONE INCH AT TIME OF PLANTING.

ORNAMENTAL TREES SHALL BE FLOWERING DECIDUOUS TREES. ALL ORNAMENTAL TREES SHALL HAVE A CALIPER WIDTH OF ONE INCH AT THE TIME OF PLANTING.

EVERGREEN OR CONFIER TREES SHALL HAVE A MINIMUM HEIGHT OF TWENTY FEET AT MATURITY. ALL EVERGREEN OR CONIFER TREES SHALL BE AT LEAST SIX FEET HIGH AT TIME OF PLANTING

SHRUBS AND HEDGES: SHRUBS SHALL BE A MINIMUM OF 18" IN HEIGHT WHEN MEASURED IMMEDIATELY AFTER PLANTING. HEDGES, WHERE INSTALLED, SHALL BE PLANTED AND MAINTAINED SO AS TO FORM A CONTINUOUS, UNBROKEN, SOLID, VISUAL SCREEN WHICH WILL BE AT LEAST THREE FEET HIGH WITHIN ONE YEAR AFTER TIME OF PLANTING.



50 0 25 50 100
SCALE: 1"=50'
MAY, 2026

417-595-4108 (tel.)
417-595-4109 (fax)
mail@cochraneng.com
2804 N. Biagio St.
Ozark, Missouri 65721
• Civil Engineering • Land Surveying • Architecture • Site Development • General Consulting • Master Planning
COCHRAN
Missouri State Certificate of Authority Numbers:
Engineering : 2017032025

Three working days prior to the start of any excavation on this site, contractor shall contact Missouri One Call for utility location information.

All OSHA rules & regulations established for the type of construction involved and these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

SITE IMPROVEMENT PLANS
KANSAS EXPRESSWAY APARTMENTS
SPRINGFIELD, MISSOURI

DRN. BY:	BCC
APP'D BY:	TES
DATE:	MAY, 2026
SCALE:	1" = 50'
PROJ. NO:	SW26-777
DWG. NO:	1.2

CONCEPTUAL PLAN 1.2

DWG NAME: W:\SW-Projects\SW26-777 - Kansas Expressway Apartments - Valiant Group - Springfield, MO\AutoCad Drawings\XXXX - Exhibits\Conceptual Plan\Conceptual Plan 1.2.dwg LAYOUT TAB: 24x36 Eng PLOTTED ON: Jul 13, 2026 - 5:16pm PLOTTED BY: edohl

EXPLANATION TO COUNCIL BILL 2026-176 (HORTON)

FILED: 07/24/2026

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A special ordinance authorizing the City of Springfield, Missouri, to enter into an Agreement with RJ Ventures LLC for the purpose of purchasing the real estate located at 724 North Campbell Avenue for the not to exceed price of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00); and authorizing the City Manager, or designee, to execute the same by and on behalf of the City of Springfield.

PURPOSE: To approve the purchase of the parcel of property generally located at 724 North Campbell Avenue, as part of Government Plaza.

BACKGROUND INFORMATION: On November 14, 1991, the Springfield Planning and Zoning Commission adopted the concept of the Government Plaza Area to centralize government facilities in a designated area to improve efficiency, promote joint utilization of facilities, and minimize expansion of government activities into the adjoining neighborhoods. The Government Plaza Area is generally bounded by West Scott Street and East Webster Street to the north, Chestnut Expressway to the south, North Benton Avenue to the east, and North Campbell Avenue to the west. As part of this adoption, City staff, including City Utilities, were authorized to acquire property for expansion of City government and City Utilities facilities within the Government Plaza Area (Exhibit A).

Over the course of several years, the City has been gradually acquiring property within the Government Plaza Area - specifically, locations south and west of West Central Street and North Boonville Avenue - for the site of a new Municipal Court Facility. A property within this area that is contiguous to properties already owned by the City of Springfield recently became available for purchase. After negotiations with the property owner, the City has reached an agreement to purchase the property, pending City Council approval.

The subject property is addressed at 724 North Campbell Avenue (Parcel ID 81313307003). It is being acquired for $245,000 and will be paid for through the Marijuana Sales Tax Funds that were originally appropriated for the new Municipal Court Facility in the City's Fiscal Year 2025-2026 budget and are in the process of being carried forward to the City's Fiscal Year 2026-2027 budget. If acquired, the subject property will be used as off-street parking and landscaping for the new Municipal Court Facility.

Submitted By: Matthew Schaefer, Assistant Director of Economic Vitality and Workforce Development

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 07/30/2026

Attachments:
1. 724 N Campbell Ave Property Acquisition
2. Planning and Zoning Resolution - Exhibit A
3. Map - Exhibit B
4. Purchase Agreement - Exhibit C

One-rdg. _____
P. Hrngs. _____
Pgs. 17
Filed 08-04-26

Sponsored by Horton

First Reading _____ Second Reading _____

COUNCIL BILL 2026-176 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City of Springfield, Missouri, to enter into an Agreement with RJ Ventures LLC for the purpose of purchasing the real estate located at 724 North Campbell Avenue for the not to exceed price of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00); and authorizing the City Manager, or designee, to execute the same by and on behalf of the City of Springfield.

_____

WHEREAS, on November 14, 1991, the City of Springfield's Planning and Zoning Commission passed a resolution adopting the concept of the Government Plaza Area to centralize government facilities in a designated area to improve efficiency, promote joint utilization of facilities, and minimize expansion of government activities into the adjoining neighborhoods, attached hereto and incorporated herein by this reference as "Exhibit A"; and

WHEREAS, the Government Plaza Area is generally bounded by West Scott Street and East Webster Street to the north, Chestnut Expressway to the south, North Benton Avenue to the east, and North Campbell Avenue to the west; and

WHEREAS, over the past several years, the City has been gradually acquiring property within the Government Plaza Area, and specifically sites located south and west of West Central Street and North Boonville Avenue, for the site of a new Municipal Court Facility; and

WHEREAS, the City has been given the opportunity to acquire one of the last remaining private properties in that area, generally located at 724 North Campbell Avenue (the "Property"), as shown on "Exhibit B," attached hereto and incorporated herein by this reference; and

WHEREAS, the City and RJ Ventures LLC have reached an agreed-upon purchase price for the Property of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000); and

WHEREAS, funding for the purchase of the Property, as part of a general appropriation for the Municipal Court Facility using Marijuana Sales Tax funds, was appropriated via the City's Fiscal Year 2025-2026 budget and is in the process of being carried forward in the City's Fiscal Year 2026-2027 budget, approved via Special Ordinance 28295; and

WHEREAS, as part of its resolution passed on November 14, 1991, the Planning and Zoning Commission granted City staff the authorization to acquire property for expansion of City government facilities within the Government Plaza Area.

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

Section 1 – The Agreement by and between the City of Springfield, Missouri, and RJ Ventures LLC, for the purpose of purchasing the real estate located at 724 North Campbell Avenue for the not to exceed price of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00), a true and accurate copy of said Agreement being attached hereto and incorporated fully herein as "Exhibit C," is hereby approved.

Section 2 – The City Manager, or designee, of the City of Springfield, Missouri, is hereby authorized and directed to execute said Agreement by and on behalf of the City of Springfield.

Section 3 – The City Manager, or designee, is hereby authorized to take such action and execute such other documents as may be necessary or desirable to carry out and comply with the intent of this Ordinance, provided that any such documents are approved as to form by the City Attorney.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

RESOLUTION

ADOPTING the concept of the Government Plaza Area and authorizing the City of Springfield, including Springfield City Utilities, to acquire property within the Government Plaza Area for expansion of City government facilities.

WHEREAS, the Planning and Zoning Commission, by Article XI of the Springfield City Charter, has the authority and the responsibility to review all proposals to acquire property for public purposes, and;

WHEREAS, City staff has developed general plans for neighborhoods adjoining the Government Plaza Area, and;

WHEREAS, the Planning Department has worked closely and cooperatively with Greene County, City Utilities, R-12 School District, and the Springfield/Greene County Public Library to define the boundaries of a Government Plaza Area, and;

WHEREAS, the City of Springfield has prepared a general site plan defining the municipal government complex portion of the overall Government Plaza Area;

NOW, THEREFORE, BE IT RESOLVED that the Planning and Zoning Commission hereby adopts the concept of the Government Plaza Area and authorizes City staff to acquire property for expansion of City general government and City Utilities facilities within the Government Plaza Area as shown and discussed in Exhibits A-1, A-2, and A-3.

Passed at meeting: November 14, 1991

William H. Cheek

Chairman William H. Cheek

ATTEST BY: Fred May

Fred May, Executive Secretary

Planning and Development Report

Planning & Development Department ~ 417/864-1031
840 Boonville Avenue ~ Springfield, Missouri 65801

PURPOSE:

To amend the concept of the Government Plaza Area by deleting a portion of the 1100 block of North Jefferson Avenue and a portion of the 300 block of East Webster Street from the area authorized for expansion of City government facilities.

BACKGROUND:

On November 14, 1991, the Planning and Zoning Commission passed a resolution adopting the concept of the Government Plaza Area as shown on Exhibit A-2 and authorized "the City of Springfield, including Springfield City Utilities, to acquire property within the Government Plaza Area for expansion of City government facilities".

The intent of the Government Plaza Area is to centralize governmental buildings and functions. The key actors in the government complex are the City of Springfield, Greene County, City Utilities, the Main Branch of the Springfield-Greene County Library, and the R-12 School District. Information supporting the 1991 resolution stated: "Centralizing the activities of the above agencies will create greater efficiency and joint utilization of facilities such as parking and training. One of the purposes for defining a Government Plaza Area would also be to minimize expansion of government activities into adjoining neighborhoods by fostering the concept of joint utilization and attempting to build facilities at the highest possible intensity; for example, utilizing parking garages in the future as opposed to surface parking."

Recent review of the Government Plaza Area concept indicates that the initial boundaries of the area included structures which are worthy of retention. Three of the Jefferson Avenue structures are local historic sites and several of the houses in the 1100 block of North Jefferson Avenue have been rehabilitated. Further evaluation of the agencies' needs also indicates that certain properties on North Jefferson Avenue and East Webster Street are not needed for expansion of government facilities. By removing those properties from the area designated as the Government Plaza Area, neighborhood property owners and residents will have a greater degree of certainty about the future of their property and adequate land will still be available for centralization of government facilities.

STAFF RECOMMENDATION:

Approve amending the concept of the Government Plaza Area as shown on Amended Exhibit 1.

GOVERNMENT PLAZA AREA



BOUNDARY OF GOVERNMENT PLAZA AREA

MUNICIPAL GOVERNMENT COMPLEX

EXHIBIT A-2

RESOLUTION

AMENDING the concept of the Government Plaza Area and authorizing the City of Springfield, including Springfield City Utilities, to acquire property within the Government Plaza Area for expansion of City government facilities.

WHEREAS, the Planning and Zoning Commission adopted the concept of the Government Plaza Area on November 14, 1991 and authorized the City of Springfield, including Springfield City Utilities, to acquire property within the Government Plaza Area for expansion of City government facilities, and;

WHEREAS, one purpose of the Government Plaza Area concept is to minimize expansion of government activities into adjoining neighborhoods by fostering the concept of joint utilization and attempting to build facilities at the highest possible intensity, and;

WHEREAS, the initial boundaries of the Government Plaza Area included structures worthy of retention, and;

WHEREAS, certain property on North Jefferson Avenue and East Webster Street is not needed for expansion of the Government Plaza Area;

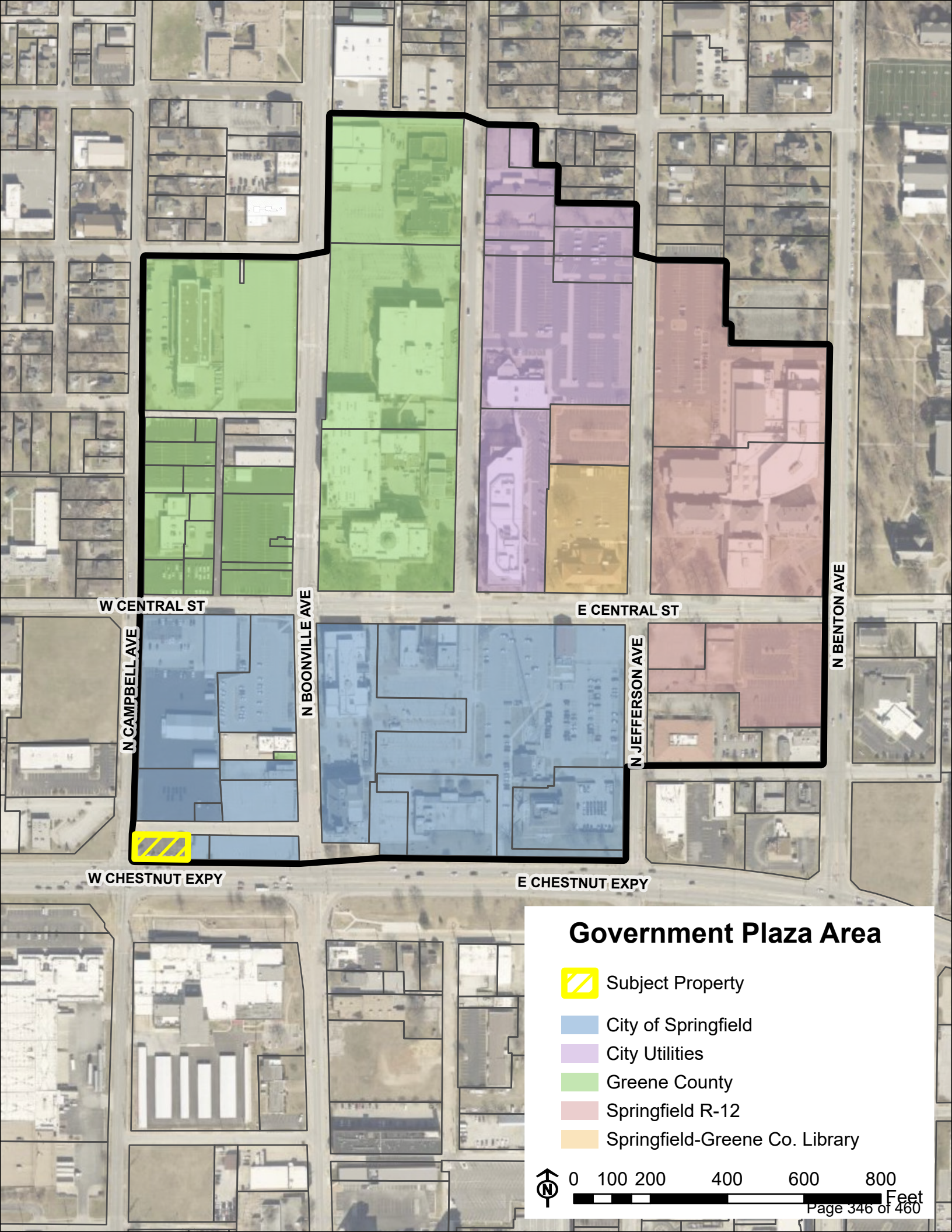
NOW, THEREFORE, BE IT RESOLVED, that the Springfield Planning and Zoning Commission hereby amends the concept of the Government Plaza Area and authorizes City staff to acquire property for expansion of City general government and City Utilities facilities within the Government Plaza Area as shown on Amended Exhibit 1.

Passed at meeting: August 18, 1994

Craig Lowther, Chairman

Attested By

Ralph Rognstad Jr., Executive Secretary


W CENTRAL ST
E CENTRAL ST
N CAMPBELL AVE
N BOONVILLE AVE
N JEFFERSON AVE
N BENTON AVE
W CHESTNUT EXPY
E CHESTNUT EXPY
Government Plaza Area
Subject Property
City of Springfield
City Utilities
Greene County
Springfield R-12
Springfield-Greene Co. Library
0 100 200 400 600 800
Feet

CONTRACT FOR SALE OF REAL ESTATE

This contract ("Agreement") is made by and between RJ Ventures LLC, a Missouri Limited Liability Company, ("Seller") and the City of Springfield, Missouri, a municipal corporation, ("Buyer"), effective as of the date of the last party to sign the Agreement, hereinafter referred to as "Effective Date."

1. PURCHASE AND PRICE. The price for the sale of the property is the amount of Two Hundred Forty-Five Thousand and No/100 Dollars ($245,000.00) as set forth in this Agreement.

2. PROPERTY. Buyer has offered to buy and the Seller is willing to sell, on the terms and conditions set forth herein, the real estate, improvements, fixtures, and parking generally located at 724 N. Campbell Ave., in Springfield, Greene County, Missouri, more particularly identified on Exhibit A (hereinafter collectively described as the "Property") by general warranty deed, free and clear from any liens and encumbrances, subject to recorded setback lines and easements, and subject to the terms and conditions set forth herein.

3. CONTINGENCIES. This Agreement and obligation to purchase the Property is subject to the following contingencies, and Buyer may elect to declare this Agreement null and void prior to the closing without any obligation or liability to Seller in the event that:

a. the Planning and Zoning Commission of the City of Springfield, Missouri, does not recommend approval of the Buyer's purchase of the Property pursuant to requirements of Section 11.7 of the City of Springfield City Charter;

b. a survey or inspection of the Property by Buyer discloses property conditions, encroachments, violations of subdivision rules or covenants, or other restrictions, boundary line disputes, or rights or claims of third parties in possession, on any portion of the premises, which are unacceptable to Buyer;

d. the title insurance commitment referred to in paragraph 8 of this Agreement shall fail to show merchantable title in Seller, or shall contain exceptions unacceptable to Buyer;

e. the purchase of the Property is not approved by the Springfield City Council, in their sole discretion, if determined by the Springfield City Attorney that additional legislative authorization is required for acquisition of the Property;

f. any additional environmental assessments are conducted on the Property and such assessments are not acceptable to Buyer; or

g. any other change in circumstance resulting in the purchase no longer being in the Buyer's best interest.

4. DEFINITION OF HAZARDOUS SUBSTANCE. As used herein, "Hazardous Substance" shall mean any substance: (1) the presence of which requires investigation or remediation under any federal, state, or local statute, regulation, ordinance, order, action, policy, or common law; (2) which is hereafter defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" (whether harmful or not) under any federal, state, or local statute, regulation, rule or ordinance, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sections 9601 et seq.) and/or the Resource Conservation and Recovery Act (42 U.S.C. Sections 6901 et seq.); (3) which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department or instrumentality of the United States, the State of Missouri, or any political subdivision thereof; and (4) without limitation, which consists of or contains petroleum, natural gas, and/or their components and distillates. For the purposes of this definition, asbestos is not included as it is treated separately hereunder.

5. SELLER'S REPRESENTATIONS. Seller represents to Buyer, as follows:

a. Seller is possessed and vested with full power and authority to enter into and consummate this Agreement, and to perform Seller's obligations hereunder.

b. This Agreement is a valid and binding contract, enforceable in accordance with its terms and conditions.

c. If the Property is subject to any real estate listing agreement or other agreement providing for a real estate commission, Seller is solely responsible for the cost and payment of all such commissions in connection with this Agreement; Buyer shall not be responsible for any such costs.

d. There are no leases, tenancies, or other rental arrangements pertaining to any portion of the Property, and Seller owns fee simple title to the Property.

e. There are no rights or claims of parties in possession not shown by public records.

f. There are no easements, or claims of easements, not shown by public records.

g. There are no encroachments, overlaps, boundary line disputes, or other matters that would be disclosed by an accurate survey or inspection of the Property.

h. There is no lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by public records.

i. There are no taxes or special assessments not shown as existing liens by public records.

j. There are no legal proceedings pending which involve the Property to the knowledge of Seller.

k. Seller has not placed any underground tanks, hazardous substances, or dumpsites on the Property during their ownership of the Property. Seller shall make available to Buyer all environmental assessments and reports concerning the Property in their possession.

l. These representations are continuing and will be true at closing unless Seller has given the Buyer notice of the contrary in writing prior to the closing; however, any such disclosure(s) shall not relieve Seller of any obligations herein.

6. ADDITIONAL TERMS AND CONDITIONS.

a. Seller and Buyer acknowledge and agree that Buyer's acquisition of the Property is being made in a voluntary, arms' length manner and that the consideration paid by Buyer to Seller set forth in Paragraph 1 represents the fair market value for the Property, pending the results of an appraisal.

b. The Phase I Environmental Assessment conducted on the Property will be at Buyer's expense. In the event that said Assessment reveals the need for a Phase II Assessment, the parties agree that they will enter into a supplemental agreement that allocates the costs of the Phase II Assessment between the parties.

c. The Buyer will arrange for and pay for an appraisal of the Property to be completed before closing.

d. The Buyer will arrange for and pay for a survey of the Property to be completed before closing.

7. CLOSING AND POSSESSION.

a. The "Closing" is the recording of the Seller's general warranty deed and the payment of the purchase price by the Buyer, which shall occur on or before July 31, 2026, provided all contingencies have been resolved to Buyer's satisfaction, at a time mutually agreeable to both parties, at the location specified below, provided that all contingencies and conditions herein have been satisfied or waived in writing and there is a title insurance commitment showing merchantable title in the Seller, unless otherwise mutually agreed to by the Seller and Buyer. The Seller acknowledges that proceeds will not be disbursed until the deed has been recorded.

b. Buyer shall take possession of the Property at the closing unless otherwise determined in writing and signed by both parties.

c. Closing shall take place at Meridian Title Company, once Buyer has satisfied itself that all contingencies or conditions contained in this Agreement have been satisfied or waived by Buyer in writing.

d. Buyer shall pay all closing costs, other than those identified in this Agreement to be paid by the Seller.

8. CLOSING PROCEDURES. Necessary title information will be ordered by the Buyer within ten (10) days of the Effective Date. The Buyer, at its cost, shall obtain a commitment to insure title in the amount of the purchase price through a title insurance company acceptable to the Buyer, which is authorized to insure titles in the State of Missouri.

The commitment shall show merchantable title in the Seller in accordance with the Title Examination Standards of the Missouri Bar, subject only to any deed of trust, lien, or other encumbrances which can be satisfied from the proceeds of the sale; setback lines; standard utility easements of record as of the Effective Date; and the lien of current year's taxes. The Buyer may obtain a survey of the Property, the cost of which shall be paid by the Buyer.

The Buyer may, at Buyer's expense, have the title commitment examined; if applicable, the Buyer shall provide to the Seller in writing any valid objections to title and survey prior to the Closing Date, and the Seller, at its sole option, shall make reasonable efforts to correct the valid objections within thirty (30) days of receipt of request to cure, unless otherwise agreed to in writing, and, if not corrected, the Buyer may waive any objections and close, or elect to terminate the Agreement. At the Closing, the Seller shall deliver the general warranty deed, along with all other documents reasonably necessary to complete the close and which the title company requires in order to issue the title insurance policy, and the Buyer shall deliver its check sufficient to satisfy the Buyer's payment obligations and all other documents necessary to complete the Closing. All closing costs will be paid by the Buyer. The Sellers will warrant at Closing there are no unpaid bills for improvements within twelve (12) months prior to Closing and that the Seller has no knowledge of proposed improvements to be paid for by special assessment or fee.

9. TAXES AND UTILITIES. Seller shall be responsible for all taxes prior to 2026. All utilities to the Property shall be read at the Closing Date and transferred to Buyer. Buyer shall not be responsible for any utility costs incurred prior to closing.

10. VERIFICATION OF CONDITION. The Buyer shall have the right to make a final inspection of the Property prior to Closing, as a contingency of the sale, to confirm that:

a. the Seller has complied with Seller's obligations; and

b. any contingency or defect of title has been resolved.

11. REMEDIES UPON DEFAULT.

a. The Sellers or the Buyer shall be in default under this contract if either party fails to comply with any material provision within the time limits required by the contract. If either party defaults, the party claiming a default shall notify the other party in writing of the nature of the default and may, as set forth in said notice, either terminate this contract or extend the time for performance by providing the defaulting party a deadline for curing the default.

b. In addition to all other remedies available to Seller or Buyer, the parties specifically acknowledge that the remedy of Specific Performance is a remedy that can be pursued by the Buyer in the Circuit Court of Greene County, Missouri.

12. PROVISIONS NOT MERGED WITH DEED. No provision of this contract is intended to or shall be merged by reason of any deed transferring title to the Property from the Seller to the Buyer, or any successor in interest; any such deed shall not be deemed to affect or impair the warranties, obligations, and covenants of this contract, which shall survive the closing.

13. NOTICE. All notices required or permitted hereunder and required to be in writing may be given by facsimile or by first class mail addressed to the Buyer and the Seller by one of three different means: Facsimile Transmission ("FAX") if both parties have a FAX number; United States Postal Service Mails; hand-delivering a copy of the same to the receiving party; or notice may be given by any combination of the above methods.

a. The date of notice shall be whichever of the following first occurs:

(1) The date upon which notice is hand-delivered to the receiving party;

(2) The date of delivery of notice by FAX transmission, which shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case, the date of delivery shall be deemed to fall on the next regular business day for the receiving party;

(3) The third day following mailing of the notice.

b. Notices to the Seller shall be addressed to:

RJ Ventures LLC
Attn: Jennifer Erin Buss, Registered Agent
740 W Battlefield Rd
Springfield, MO 65807

c. It shall be sufficient if notices sent to the Buyer are addressed to:

City Manager
City of Springfield, Missouri

840 Boonville
P.O. Box 8368
Springfield, MO 65801

With a copy to:

City Attorney
City of Springfield, Missouri
840 Boonville
P.O. Box 8368
Springfield, MO 65801

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

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

16. TIME. Time is of the essence in the performance of the obligations of the parties under this Agreement.

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

(THIS PORTION OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

BUYER:

CITY OF SPRINGFIELD, MISSOURI

By: _____
David Cameron, City Manager

Date: 7/21/2026

ATTEST:

_____
~~Anita J. Cotter, City Clerk~~
Julie Greer
Deputy City Clerk

_____
Acting – Director of Finance

APPROVED AS TO FORM:

_____
City Attorney or Designee

SELLER:

RJ Ventures LLC

By: _____

Title: member

Date: 7-8-2026

Exhibit A
Property Description

PROPERTY TO BE ACQUIRED IS SUBJECT TO A SURVEY AND IS IDENTIFIED AS COMMENCING AT A POINT 26.5 POLES WEST OF A CERTAIN STONE ON BOONVILLE AVENUE IN THE CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI, SAID POINT BEING THE SOUTHEAST CORNER OF A LOT FORMERLY OWNED BY JABEZ OWEN AND CONVEYED BY SAID OWEN TO F.J. ABERNATHY; THENCE SOUTH ALONG THE EAST LINE OF CAMPBELL STREET, 86.5 FEET; THENCE EAST 150 FEET, THENCE NORTH 86.5 FEET, THENCE WEST 150 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 23.1 FEET FOR STREET AND EXCEPT THE EAST 11.5 FEET ALL IN SPRINGFIELD, GREENE COUNTY, MISSOURI.

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-177 (SCHRAG)

FILED: 07/31/2026

ORIGINATING DEPARTMENT: Law

TITLE: A general ordinance amending the Springfield City Code Chapter 2, "Administration," and Chapter 62, "Human Rights," and adding new regulations relating to the Mayor's Commission on Human Rights and Community Relations.

PURPOSE: Amending Chapter 2 and Chapter 62 to establish the preferred number of members of the Commission, remove regulations that are not enforceable, and changing the focus of the Commission to public education, studying human rights issues in the community, and conducting special projects pertaining to human rights as assigned by the Mayor.

BACKGROUND INFORMATION: The Commission was established in 1960 to address racial segregation in the community. Over time, code changes allowed the Commission to investigate individual discrimination claims relating to employment, housing, and public accommodations. The Commission could issue orders based upon its findings.

In the late 1980s, the Commission determined an employee of Yellow Freight Systems had been discriminated against, and ordered Yellow Freight to rehire the employee and pay them back pay. Yellow Freight sued the Commission, and the case wound up at the Missouri Supreme Court. *Yellow Freight Systems, Inc. v. Mayor's Com'n on Human Rights*, 791 S.W.2d 382 (1990) held that the Commission did not have the authority under the City Charter or state law to issue orders.

In response to *Yellow Freight*, the city code was modified. The remaining regulations still require the Commission to investigate discrimination claims, and if a complaint is found to be valid, the Commission must attempt to "conciliate" an agreement between the parties. Also, while most of the content directly affected by *Yellow Freight* was removed, language remains regarding the Commission's subpoena power and language giving the city attorney's office the ability to bring civil actions against community members – both of which the legal department believes are unenforceable.

The code's "half in-half out" approach to discrimination claims has led to frustration on the part of the Commission and those who have submitted complaints. Without the authority to issue orders, and lacking subpoena power, the party accused of discrimination has no incentive to participate in the investigation or meet with the complainant to reach an agreement.

With the suggested changes, the Commission can serve the city more effectively by

shifting its focus from a micro to a macro level. The Commission can shift its time to educating the community, studying human rights issues, and conducting special projects regarding human rights as assigned by the Mayor. This change of focus would honor the Commission's founders and return it to its original purpose, which was to address issues affecting the city as a whole.

Submitted By: Joy Latimer, Assistant City Attorney

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments:
1. MCHR ord_2026
2. DIVISION_4.___MAYOR_S_COMMISSION_ON_HUMAN_RIGHTS_AND_COMMUNITY_RELATIONS redline
3. Chapter_62___HUMAN_RIGHTS 8.10.26 ordinance redline

One-rdg. _____
P. Hrngs. _____
Pgs. 25
Filed: 08-04-26

Sponsored by: Schrag

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-177 GENERAL ORDINANCE _____

AN ORDINANCE

AMENDING the Springfield City Code Chapter 2, "Administration," and Chapter 62, "Human Rights," and adding new regulations relating to the Mayor's Commission on Human Rights and Community Relations.

_____

WHEREAS, the Mayor's Commission on Human Rights and Community Relations (the "Commission") was established in 1960 to address the ongoing concern of racial segregation in Springfield; and

WHEREAS, over time code changes established a main function of the Commission's to investigate discrimination complaints relating to employment, housing, and public accommodations; and

WHEREAS, the *Yellow Freight* case prohibited the Commission from issuing orders regarding discrimination and thus has severely limited the Commission's ability to investigate claims; and

WHEREAS, a number of regulations remain in the existing code which require investigation of claims including procedures which are unenforceable; and

WHEREAS, these regulations amend existing code to establish the preferred number of members, remove the requirement to investigate individual discrimination claims, and narrow employment discrimination regulations to City of Springfield employment, instead changing the focus of the Commission to public education, studying human rights issues in the community, and conducting special projects pertaining to human rights as assigned by the Mayor.

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

Section 1 - Chapter 2 of the Springfield City Code, "Administration," is hereby amended as set forth herein as "Exhibit A," and incorporated herein by this reference.

Section 2 –Chapter 62 of the Springfield City Code, “Human Rights,” is hereby amended as set forth herein as “Exhibit B,” and incorporated herein by this reference.

Section 3 – 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 4 – 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. The 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 5 – This ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

DIVISION 4. MAYOR'S COMMISSION ON HUMAN RIGHTS AND COMMUNITY RELATIONS[1]

Sec. 2-221. Established.

There is hereby established an advisory board to be known as the Springfield Mayor's Commission on Human Rights and Community Relations. Such commission shall function as a permanent part of the city government. The commission shall foster mutual understanding and respect among all ~~racial, religious and ethnic groups~~citizens of the city, discourage and prevent discrimination ~~against any such group or its members~~ in the community, cooperate with federal, state and municipal agencies and nongovernmental organizations having like or kindred functions, and make such investigations and studies in any field of human relations as, in the judgment of the ~~commission~~ Mayor, will aid in effectuating its general purpose.

(Code 1981, § 2-39)

Sec. 2-222. Membership; meetings; officers; compensation of members.

(a) The commission established by this division shall consist of not less than five and not more than 15 members broadly representative of ~~the racial, religious and ethnic groups in~~ the community. The preferred number of members is nine. Members of the commission shall be appointed by the mayor. At the end of the first term of each member of the commission, the terms of appointment shall be for three years, the member to be appointed by the mayor with the approval of the city council.

(b) The commission shall meet at least nine times a year and shall elect a chairperson, who shall be the presiding officer at such meeting. In the absence of the chairperson or ~~his~~ their inability to be present at any meeting of such body, the duly elected vice-chairperson shall have the power to preside. A majority of the members shall constitute a quorum and all members of the commission shall serve without compensation for their services.

(Code 1981, § 2-40)

Sec. 2-223. Powers and duties.

The powers and duties of the commission established by this division shall be to:

(1) Foster, through community effort or otherwise, good will, cooperation and conciliation among the groups and elements of the inhabitants of this community.

(2) Formulate and carry out educational programs that will aid in eliminating and preventing all types of prejudice and discrimination in the city ~~based on race, creed, sex, handicap, age, national origin or ancestry~~.

[1]Cross reference(s)—Human rights, ch. 62.

~~(3) Receive, hear and investigate complaints and initiate its own investigations, and report to the city council on the following:~~

~~a. Racial, religious and ethnic group tensions, prejudice, intolerance, bigotry and discrimination, and any breach of the peace or disorder occasioned thereby.~~

~~b. Practices of discrimination against any person in employment, recreation, education, housing and other phases of public welfare because of race, creed, sex, handicap, age, national origin or ancestry, or any other basis of discrimination prohibited under chapter 62.~~

(34) Administer special projects relating to human rights as assigned by the Mayor. Within the scope of assigned projects the commission may ~~i~~initiate and conduct voluntary surveys, assemble pertinent data, and ~~hold hearings,~~ issue ~~such~~ publications and ~~such~~ reports of investigations and research. ~~as, in its judgment, will tend to minimize or eliminate prejudice, intolerance, bigotry, discrimination, breach of peace or disorder, or tend to promote good will.~~ While managing such projects, the commission may collaborate with relevant community groups.

~~(5) Create such advisory committees and subcommittees as, in its judgment, will aid in effectuating the purposes of this division and to empower it to study the problems of prejudice, intolerance, bigotry and discrimination, and breach of peace or disorder occasioned thereby.~~

(46) ~~Enlist the cooperation of all racial, religious and ethnic groups, community, civic, labor and business organizations, fraternal and benevolent associations, veterans' organizations and other groups in educational campaigns and programs devoted to teaching the need for eliminating group tensions, prejudices, intolerances, bigotry and discrimination, and breach of peace and disorder occasioned thereby.~~

(57) Through the Mayor, ~~M~~make recommendations to the city council concerning the development of policies and procedures that will aid in eliminating all types of discrimination ~~based on race, creed, sex, handicap, age, national origin or ancestry, or any other basis of discrimination prohibited under chapter 62.~~

(68) Recommend to the Mayor such city council legislation to aid in carrying out the purposes of this division.

~~(9) Hold public hearings and request the attendance of witnesses when the commission deems it necessary or advisable to accomplish its purposes.~~

(Code 1981, § 2-41)

Secs. 2-224—2-240. Reserved.

EXHIBIT B

Chapter 62 HUMAN RIGHTS[1]

ARTICLE I. IN GENERAL

Secs. 62-1—62-30. Reserved.

ARTICLE II. FAIR EMPLOYMENT PRACTICES[2]

DIVISION 1. GENERALLY

Sec. 62-31. General policy; purpose of article.

It is the policy of the city to provide~~, within constitutional limitations, for fair employment practices throughout the city~~ its own fair employment practices. This article is considered by the city council to be necessary for the good government of the city~~, the preservation of peace and good order, the benefit of trade and commerce, and the welfare of the inhabitants of the city~~.

(Code 1981, § 18A-1)

Sec. 62-32. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Employer means ~~a person who employs one or more persons, exclusive of parents, spouses or children of such person, and who has a place of business in the city. The word "employer" shall include, and the word "person" shall include when used for the word "employer,"~~ the city and the boards and agencies of the city.

~~*Employment agency* means any person or agency, public or private, regularly undertaking with or without compensation to procure employees for an employer or to procure for employees opportunities to work for an employer and includes any person acting in the interest of such a person.~~

~~*Labor organization* includes any organization which exists for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or for other mutual aid or protection of employees in relation to employment.~~

Person has the same meaning as set forth in section 1-2.

Person with a disability means a person with a physical or mental impairment which substantially limits one or more of the person's major life activities, a person regarded as having such an impairment, or a person with a record of having such an impairment, which with or without reasonable accommodation does not interfere with

[1]Cross reference(s)—Mayor's commission on human rights and community relations, § 2-221 et seq.

[2]Cross reference(s)—Licenses, permits and miscellaneous business regulations, ch. 70.

performing the job~~, utilizing the place of public accommodation, or occupying the dwelling in question~~. For purposes of this article, the term "disability" does not include the current illegal use of or addiction to a controlled substance as such term is defined by RSMo 195.010; however, a person may be considered to have a disability if that person:

(1) Has successfully completed a supervised drug rehabilitation program and is no longer engaging in the illegal use of, and is not currently addicted to, a controlled substance, or has otherwise been rehabilitated successfully and is no longer engaging in such use and is not currently addicted;

(2) Is participating in a supervised rehabilitation program and is no longer engaging in illegal use of controlled substances; or

(3) Is erroneously regarded as currently illegally using, or being addicted to, a controlled substance.

Qualified person with a disability means a person with a disability who can perform the essential functions of the job in question with or without reasonable accommodation.

Reasonable accommodation means the following:

(1) Making facilities used by employees readily accessible to and usable by persons with disabilities; and

(2) Job restructuring, part-time or modified work schedules, acquisition or modification of equipment or devices, or the provision of readers or interpreters;

and other similar actions, provided such accommodations do not create an undue hardship.

Undue hardship means an accommodation which imposes an economic burden on the employer which is excessive. Factors to be considered in determining whether or not there is an undue burden are:

(1) The overall size of the employer's program with respect to number of employees, number and type of facilities, and size of budget;

(2) The type of the employer's operation, including the composition and structure of the recipient's work force; and

(3) The nature and cost of the accommodation needed.

(Code 1981, § 18A-2)

Cross reference(s)—Definitions generally, § 1-2.

~~Sec. 62-33. Violations; penalties.~~

~~(a) *Coercion, intimidation or threats.* It shall be unlawful to coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the provisions of this article, and any such person who violates this article shall be subject to prosecution in municipal court and subject to the penalties set forth in section 1-7.~~

~~(b) *Interference with commission; failure to comply with order of commission; making false complaint.* Any person, employer, labor organization, employment agency or other person who shall willfully resist, prevent, impede or interfere with the commission or any of its representatives in the performance of its duty under this article or shall knowingly violate any final order of the commission, or any person who knowingly makes a false complaint under the provisions of this article, shall be guilty of a misdemeanor and shall be punished upon conviction thereof in the municipal court of the city as provided by section 1-7, and any person who shall fail to obey process issued by the commission under this article requiring attendance at a meeting~~

~~and/or the production of documents at a meeting shall be punished upon conviction thereof in municipal court as provided by section 1-7.~~

~~(Code 1981, § 18A-16)~~

Sec. 62-34. Unlawful employment practices.

It shall be an unlawful employment practice:

(1) For ~~an employer~~Employer, because of the age, race, creed, color, disability, religion, sex, national origin or ancestry of any individual, to fail or refuse to hire, or to discharge, any individual, or otherwise to discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment; or for ~~an employer~~Employer to limit, segregate or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee because of such individual's age, race, creed, color, disability, religion, sex, national origin or ancestry,

(2) ~~For a labor organization to exclude or expel from its membership an individual or to discriminate in any way against any of its members or against any employer or any individual employed by an employer because of age, race, creed, color, disability, religion, sex, national origin or ancestry of any individual; or to limit, segregate or classify its membership, or to classify or fail or refuse to refer for employment any individual in any way which would deprive or tend to deprive the individual of employment opportunities, or would limit such employment opportunities or would otherwise adversely affect an individual's status as an employee or as an applicant for employment, because of the individual's age, race, creed, color, disability, religion, sex, national origin or ancestry; or for any employer, labor organization or joint labor-management committee controlling apprenticeship or training or retraining, including on-the-job training programs, to discriminate against any individual because of his age, race, creed, color, disability, religion, sex, national origin or ancestry in admission to, or employment in, any program established to provide apprenticeship or training.~~

(3) For ~~any employer or employment agency~~Employer to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment, or to make any inquiry in connection with prospective employment, which expresses directly or indirectly any limitation, specification or discrimination because of age, race, creed, color, disability, religion, sex, national origin or ancestry unless based upon a bona fide occupational qualification, or for an employment agency to fail or refuse to refer for employment, or otherwise discriminate against, any individual because of his age, race, creed, color, disability, religion, sex, national origin or ancestry, or to classify or refer for employment any individual on the basis of his age, race, creed, color, disability, religion, sex, national origin or ancestry.

(4) For ~~any employer, labor organization or employment agency~~Employer to discharge, expel or otherwise discriminate or retaliate in any manner against any individual because the individual has opposed any practices forbidden under this article, or because the individual that filed a complaint testified or assisted in any proceeding or hearing conducted pursuant to this article.

(5) For any person, ~~whether an employer or employee or not,~~ to aid, abet, incite, compel or force the doing of any acts forbidden under this article or to attempt to do so.

(6) To discriminate in any manner against any person because of such person's association with any person protected by this article.

(Code 1981, § 18A-3)

Sec. 62-35. Bona fide tests or conditions not unlawful.

Notwithstanding any other provisions of this article, it shall not be an unlawful employment practice for ~~an employer~~Employer to apply different standards of compensation or different terms, conditions or privileges of employment pursuant to a bona fide seniority or merit system or a system which measures earnings by quantity or quality of production or to employees who work in different locations, provided that such differences or such systems are not the result of an intention or a design to discriminate and are not used to discriminate because of age, race, creed, color, disability, religion, sex, national origin or ancestry, nor shall it be an unlawful employment practice for ~~an employer~~Employer to give and to act upon the results of any professionally developed ability test, provided that such test, its administration, or action upon the results thereof is not designed, intended or used to discriminate against an individual because of age, race, creed, color, disability, religion, sex, national origin or ancestry.

(Code 1981, § 18A-4)

Sec. 62-36. Preferential treatment not required.

Nothing contained in this article shall be interpreted to require ~~any employer, employment agency, labor organization or joint labor-management committee subject to this article~~Employer to grant preferential treatment to any individual or to any group because of the age, race, creed, color, disability, religion, sex, national origin or ancestry of such individual or group, on account of an imbalance which may exist with respect to the total number or percentage of persons of any age, race, creed, color, disability, religion, sex, national origin or ancestry employed by ~~any employer, referred or classified for employment by any employment agency or labor organization, admitted to membership or classified by any labor organization, or admitted to or employed in any apprenticeship or other training programs~~Employer, in comparison with the total number of percentage of persons of such age, race, creed, color, disability, religion, sex, national origin or ancestry in the city or other area.

(Code 1981, § 18A-5)

~~Sec. 62-37. Complaints generally.~~

~~Any individual who claims to have been grieved by an employment practice made unlawful under this article, referred to in this article as a "discriminatory practice," may file a complaint in writing with the commission. The complaint shall be under oath and shall contain such information and be in such a form as the commission shall require. Immediately upon the filing of a complaint, the commission shall furnish a copy of the complaint to the person alleged to have committed an unlawful discriminatory practice.~~

~~(Code 1981, § 18A-6)~~

~~Sec. 62-38. Time limit for filing complaint; answer to complaint.~~

~~A complaint under section 62-37 shall be filed within 60 days after the alleged discriminatory practice occurred. The written complaint shall state the facts upon which the complainant believes that a discriminatory practice unlawful under this article has occurred. Complaints may be reasonably and fairly amended at any time with the approval of the chairperson of the commission. The person complained about (referred to in this article as the "respondent") may file an answer to a complaint against him, which may also be amended with the permission of the chairperson of the commission, which shall be granted whenever it is reasonable and fair to do so. Complaints and answers to complaints shall be verified.~~

~~(Code 1981, § 18A-7)~~

Sec. 62-39. Investigation of complaints; conciliation.

After the filing of any complaint under this article, the chairperson of the commission shall designate from among the membership of the commission at least two, but not more than three, of the members thereof, who shall, together with such other persons as they deem necessary, make a prompt investigation in connection with the facts alleged in the complaint as soon as practical, but in no event later than 90 days after the filing of the complaint. The persons appointed by the chairperson to make the investigation shall notify the complainant as to whether or not they intend to resolve all or any of the discriminatory practices alleged within the complaint. If the investigating members of the commission should determine to resolve the complaint or parts thereof, they shall immediately thereafter endeavor to eliminate the alleged unlawful discriminatory practices which they determine to resolve by conference, conciliation and persuasion with either the complainant or the respondent, or with both, as seems appropriate to the investigating members of the commission. Notwithstanding any other provision of this Code to the contrary, the chairperson of the commission may grant a one time 30-day extension of time for the investigation on request of either complainant or respondent.

(Code 1981, § 18A-8; G.O. No. 5002, § 4, 7-10-2000)

Sec. 62-40. Investigatory powers of commission.

In the course of any investigation authorized under this article, the commission shall have access at all reasonable times to premises, records, documents, individuals or other evidence or possible sources of evidence, and may examine, record and copy such materials and take and record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation. The chairperson of the commission shall have the power to issue subpoenas to compel witnesses to attend public or private meetings during the investigatory process under section 62-39 and to produce at such meetings relevant books or records with regard to the matter under investigation; provided, however, no such subpoena shall require any appearance during any such investigatory stage sooner than five days from the date such subpoena shall be served, and the party subpoenaed shall have three days from the date of service to move the municipal court to quash the subpoena. If such a motion is made, the court may continue the date for compliance with such subpoena as necessary to rule on the motion, but for no longer than ten days from the original date set for compliance. A copy of such motion shall be served upon the city attorney as counsel for the mayor's commission.

(Code 1981, § 18A-14)

Sec. 62-41. Legal representation of commission.

The city attorney shall represent the commission in all litigation in which the commission participates or is a party.

(Code 1981, § 18A-15)

Sec. 62-42. Minority business enterprise program.

(a) The city council hereby adopts as its policy the minority business enterprise program dated September 1980, a copy of which is on file with the city clerk, which policy is to provide the maximum opportunity, when required by federal law, to minority business enterprises as defined in 49 CFR 23, to participate in the performance of contracts financed in whole or in part, except nothing contained in this section shall give the mayor's commission on human rights and community relations jurisdiction over any complaint involving this section. The city manager is hereby authorized to circulate the policy statement throughout the various

~~departments and agencies of the city, and to minorities, families and the nonminority community and public organizations, and to do all things necessary to carry out the minority business enterprise program. The director of personnel is hereby authorized to make changes in the minority business enterprise program in order to comply with provisions of federal law, provided that all such changes shall be filed with the city clerk, which changes shall be effective thereafter; provided, however, if a member of the city council files a written notice requesting review within 15 days after the change is filed with the city clerk, then such change shall be suspended until otherwise approved by the city council.~~

~~(b) The provisions of this section shall not apply to city utilities, it being determined that the board of public utilities has authority to establish a minority business enterprise program for city utilities.~~

~~(Code 1981, § 18A-16.5)~~

Secs. 62-43—62-60. Reserved.

DIVISION 2. CITY EMPLOYMENT

Sec. 62-61. General policy.

It is hereby declared to be the policy of the city to promote and to encourage good will and understanding ~~within the various racial, religious and national groups~~among all citizens within the city, and to oppose discrimination based on age, race, creed, color, disability, national origin or ancestry, sex, religion or political opinion.

(Code 1981, § 18A-17)

~~Sec. 62-62. Penalty; additional remedies.~~

~~Any person violating any of the provisions of this division shall, upon conviction thereof, be subject to the penalty provided in section 1-7. Nothing in this section shall prohibit the city from taking any other appropriate action to enforce the provisions of this division, in addition to or instead of a proceeding in municipal court.~~

~~(Code 1981, § 18A-20)~~

Sec. 62-63. Unlawful discriminatory practices.

No person employed by the city or seeking admission thereto shall be appointed, promoted, reduced, removed or in any way favored or discriminated against because of his age, race, color, disability, creed, national origin or ancestry, sex or religion, or his political opinions or affiliations. It shall be unlawful for any department head, official, agent or employee of the city, or any commission, department, division, board or agency thereof, acting for or on behalf of the city in any matter involving employment by the city, to discriminate against any person otherwise qualified on the grounds of or because of age, race, color, disability, creed, national origin or ancestry, sex or religion, or his political opinion or affiliation, in employment or in tenure, terms or conditions of employment; or so to discriminate in promotion or increase in compensation; or to adopt or to enforce any rule or employment policy which so discriminates between employees or prospective employees; or to seek information relative to age, race, creed, color, disability, national origin or ancestry, religion, or political opinion or affiliation from any person or employee as a condition of employment, tenure, terms or conditions of employment, promotion or increase in compensation; or so to discriminate in the selection of personnel for training.

(Code 1981, § 18A-18)

~~Sec. 62-64. Jurisdiction over complaints filed against city.~~

~~Notwithstanding any other provisions of this article to the contrary, the mayor's commission on human rights and community relations shall not have jurisdiction over complaints filed against the city or its officers or employees who are engaged in the performance of their duties, it being determined by the city council that justice will be better served by having the state commission on human rights or another governmental agency investigate, conciliate and determine such complaints. When a complaint is filed against the city or its officers and employees who are acting on behalf of the city, the complaint shall be referred to the state commission on human rights or some other governmental agency having jurisdiction over such matters for consideration and determination.~~

~~(Code 1981, § 18A-18.1)~~

Sec. 62-65. Nondiscrimination provisions to be included in city contracts and franchises.

The city and all of its contracting agencies and departments shall include in all contracts and franchises negotiated, let or awarded by or on behalf of the city a provision obligating the contractor in the performance of such contract not to discriminate on the grounds of or because of age, race, creed, color, disability, national origin or ancestry, sex, religion, or political opinion or affiliation, against any employee of, or applicant for employment with, such contractor, and shall require such contractor to include a similar provision in all subcontracts let or awarded thereunder.

(Code 1981, § 18A-19)

Secs. 62-66—62-80. Reserved.

DIVISION 3. DISABLED PERSONS

Sec. 62-81. General policy.

It is hereby declared to be the policy of the city to promote and encourage good will and understanding within the city concerning employment of qualified persons with disabilities.

(Code 1981, § 18A-21)

Sec. 62-82. Discrimination prohibited.

(a) It shall be unlawful for an ~~employer~~Employer to discriminate against a qualified person with a disability, provided ~~the employer~~Employer shall only be required to make reasonable accommodations with respect to the employment of such persons.

(b) For purposes of this section, discrimination shall include all of the unlawful employment practices as set forth in section 62-34, provided the exceptions to such unlawful employment practices set forth in sections 62-35 and 62-36 shall also apply.

(Code 1981, § 18A-22)

Sec. 62-83. Nondiscrimination provisions to be included in city contracts and franchises.

This division shall apply to the employment provisions of and requirements of section 62-65 requiring the insertion of certain provisions in all contracts and franchises with the city.

(Code 1981, § 18A-23)

~~Sec. 62-84. Complaints.~~

~~Procedures with respect to complaints of discrimination, investigations, meetings and all other matters setting forth procedures before the commission under division 1 of this article shall apply to this division.~~

~~(Code 1981, § 18A-24)~~

Secs. 62-85—62-100. Reserved.

DIVISION 4. AGE-RELATED DISCRIMINATION

Sec. 62-101. Intent of division; general policy.

It is the intent of the city by enacting this division to codify provisions of the laws of the United States pertaining to age discrimination as set forth in Public Law 90-202, December 15, 1967, as amended, unless intent to the contrary is shown. It is hereby declared to be the policy of the city to promote and encourage good will and understanding within the city concerning employment of individuals who are protected by this division.

(Code 1981, § 18A-25)

Sec. 62-102. Age range to which applicable.

The prohibitions in this division shall be limited to persons who are at least 40 years of age ~~but less than 70 years of age, except that it shall not be an unlawful employment practice for an employer to require the compulsory retirement of any person who has attained the age of 65 and who, for the two-year period immediately before retirement, is employed in a bonafide excutive or high policy making position, if such person is entitled to an immediate non-forfeitable annual retirement benefit from a pension, profit sharing, savings or deferred compensation plan, or any combination of such plans, of the employer, which equals, in the aggregate, at least $44,000.00~~.

(Code 1981, § 18A-26)

Sec. 62-103. Unlawful discriminatory practices; exemptions.

(a) It shall be unlawful for ~~an employer~~Employer to:

(1) Fail or refuse to hire, or discharge, any individual or otherwise discriminate against any individual with respect to his compensation, terms, conditions or privileges of employment because of such individual's age;

(2) Limit, segregate or classify his employees in any way which would deprive or tend to deprive any individual of employment opportunities, or otherwise adversely affect his status as an employee, because of such individual's age; or

(3) Reduce the wage rate of any employee in order to comply with this division.

~~(b) It shall be unlawful for an employment agency to fail or refuse to refer for employment, or otherwise to discriminate against, any individual because of such individual's age, or to classify or refer for employment any individual on the basis of such individual's age.~~

~~(c) It shall be unlawful for a labor organization to:~~

~~(1) Exclude or to expel from its membership, or otherwise discriminate against, any individual because of his age;~~

~~(2) Limit, segregate or classify its membership, or classify or fail or refuse to refer for employment any individual, in any way which would deprive or tend to deprive any individual of employment opportunities, or would limit such employment opportunities or otherwise adversely affect his status as an employee or as an applicant for employment because of such individual's age;~~

~~(3) Cause or attempt to cause an employer to discriminate against an individual in violation of this division.~~

(d) It shall be unlawful for ~~an employer~~Employer to discriminate against any of his employees or applicants for employment, ~~for an employment agency to discriminate against any individual, or for a labor organization to discriminate against any member thereof or applicant for membership~~ because such individual, member or applicant for membership has opposed any practice made unlawful by this section, or because such individual, member or applicant for membership has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or litigation under this division.

(e) It shall be unlawful for ~~an employer~~Employer, ~~labor organization or employment agenc~~y to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by such ~~an employer~~Employer or membership in or any classification or referral for employment ~~by such a labor organization, or relating to any classification or referral for employment by such an employment agency,~~ indicating any preference, limitation, specification or discrimination based on age.

(f) Notwithstanding the provisions of subsections (a) through (e) of this section to the contrary, it shall not be unlawful for ~~an employer~~Employer, ~~employment agency or labor organization~~ to:

(1) Take any action where age is a bona fide occupational qualification reasonably necessary to the normal operation of the particular business, or where the differentiation is based on reasonable factors other than age;

(2) Observe the terms of a bona fide seniority system or any bona fide employee benefit plan such as a retirement, pension or insurance plan, which is not a subterfuge to evade the purposes of this division, except that no such employee benefit plan shall excuse the failure to hire an individual; or

(3) Discharge or otherwise discipline an individual for good cause.

(Code 1981, § 18A-27)

Sec. 62-104. Applicability of division to city employment and city contracts and franchises.

This division shall apply to the employment of individuals in city employment in accordance with the provisions of section 62-63 and the requirements of section 62-65 requiring the insertion of certain provisions in all contracts and franchises with the city.

(Code 1981, § 18A-28)

Sec. 62-105. Complaints.

The procedure established for filing of complaints, the time in which to file the complaints, investigation thereof, discovery, right to appeal and all other matters setting forth procedures before the commission under division 1 of this article shall apply to complaints of age discrimination. If, after investigation, it is determined that probable cause exists for crediting the allegations of the complaint, the commissioners given the duty of investigating with the executive director shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion, and shall report the results to the commission. The investigation, determination of probable cause and conciliation shall be conducted according to such rules, regulations and guidelines as the commission shall prescribe. The members of the commission and its staff shall not disclose the content of the report or what has transpired in the course of such endeavors.

(Code 1981, § 18A-29)

Secs. 62-106—62-130. Reserved.

ARTICLE III. FAIR HOUSING PRACTICES[3]

Sec. 62-131. General policy; purpose of article.

It is the policy of the city to provide, within constitutional limitations, for fair real property practices throughout the city. This article is considered by the city council to be necessary for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce, and the welfare of the inhabitants of the city.

(Code 1981, § 18A-31)

Sec. 62-132. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Commission means the mayor's commission on human rights and community relations as established by the provisions of chapter 2, article IV, division 4.

Discriminatory practice means an act that is unlawful under sections 62-134, 62-135 and 62-136.

Familial status means one or more individuals who have not attained the age of 18 years being domiciled with:

(1) A parent or another person having legal custody of such individual; or

(2) The designee of such parent or other person having such custody, with the written permission of such parent or other person.

The protections afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

[3]Cross reference(s)—Licenses, permits and miscellaneous business regulations, ch. 70.

Person includes one or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Real property means any building, structure or portion thereof which is occupied as, or designed or intended for occupancy as, a residence by one or more families, or occupied, designed or intended for occupancy for one or more persons for commercial, professional or institutional purposes, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Roomer means an individual living in a single-family dwelling, a boardinghouse, a lodginghouse or a facility where eating or bathroom facilities are shared in common.

To rent includes to lease, to sublease, to let and otherwise to grant for a consideration the right to occupy real property not owned by the occupant.

(Code 1981, § 18A-32)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 62-133. Penalty.

Any person who shall violate any of the provisions of this article or who shall fail to obey process issued under section 62-143 requiring attendance at a meeting and/or the production of documents at a meeting shall be punished upon conviction thereof in a municipal court as provided by section 1-7.

(Code 1981, § 18A-51)

Sec. 62-134. Discrimination in sale or rental of real property.

It shall be unlawful for any person to:

(1) Refuse to sell or rent after receipt of a bona fide offer for, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, real property to any person because of that person's race, creed, color, sex, religion, disability, familial status, national origin or ancestry.

(2) Discriminate against any person in the terms, conditions or privileges of sale or rental of real property, or in the provision of services or facilities in connection therewith, because of race, creed, color, sex, religion, disability, familial status, national origin or ancestry.

(3) Make, print or publish, or cause to be made, printed or published, any notice, statement or advertisement with respect to the sale or rental of real property that indicates any preference, limitation or discrimination based on race, creed, color, sex, religion, disability, familial status, national origin or ancestry, or an intention to make any such preference, limitation or discrimination.

(4) Represent to anyone because of race, creed, color, sex, religion, disability, familial status, national origin or ancestry that any real property is not available for inspection, sale or rental when such real property is in fact so available.

(5) For profit, induce or attempt to induce anyone to sell or rent any real property by representations regarding the entry or prospective entry into the neighborhood of persons of a particular race, creed, color, sex, religion, disability, familial status, national origin or ancestry.

(Code 1981, § 18A-33; G.O. No. 4561, § 1, 9-18-1995)

Sec. 62-135. Discrimination in residential real estate related transactions.

(a) *Generally.* It shall be unlawful for any person or other entity whose business includes engaging in residential real estate related transactions to discriminate against any person in making available such a transaction, or in the terms or conditions of such a transaction, because of race, color, religion, sex, disability, familial status or national origin.

(b) *Definition.* As used in this section, the term "residential real estate related transaction" means any of the following:

(1) The making or purchase of loans or providing other financial assistance:

a. For purchasing, constructing, improving, repairing or maintaining a dwelling; or

b. Secured by residential real estate.

(2) The selling, brokering or appraising of residential real property.

(c) *Appraisals.* Nothing in this article prohibits a person engaged in the business of furnishing appraisals of real property from taking into consideration factors other than race, color, religion, national origin, sex, disability or familial status.

(Code 1981, § 18A-34; G.O. No. 4561, § 2, 9-18-1995)

Sec. 62-136. Discrimination in provision of brokerage services.

It shall be unlawful for any person to deny to any other person access to or membership or participation in any multiple listing service, real estate brokers' association or other service organization or facility relating to the business of selling or renting real property, or to discriminate against any person in terms or conditions of such access, membership or participation, because of race, creed, color, sex, religion, disability, familial status, national origin or ancestry.

(Code 1981, § 18A-35; G.O. No. 4561, § 3, 9-18-1995)

Sec. 62-137. Exceptions.

(a) *Religious organizations and private clubs.* Nothing in this article shall be taken to prohibit a religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of real property which it owns or operates for other than a commercial purpose to persons of the same religion or from giving preference to such persons, unless membership in such religion, organization or society is restricted on account of race, color or national origin; nor shall anything in this article prohibit a private club, not in fact open to the public, which as an incident to its primary purpose provides lodgings which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members, unless membership in such private club is restricted on account of race, color or national origin. Nothing in this article shall be taken to prohibit the renting of property to individuals of a particular sex when the facility is being rented to roomers or when the facility is a multifamily dwelling containing less than five dwelling units and the owner of such facility lives on the premises.

(b) *Occupancy restrictions; housing for older persons; persons convicted of making or distributing controlled substances.*

(1) Nothing in this article limits the applicability of any other restrictions of this Code regarding the maximum number of occupants permitted to occupy a dwelling, nor does any provision in this article regarding familial status apply with respect to housing for older persons.

(2) As used in this section, the term "housing for older persons" means housing as defined in 42 USC 3607.

(3) Housing shall not fail to meet the requirements for housing for older persons for any of the reasons set forth in 42 USC 3607.

(4) Nothing in this article prohibits conduct against a person because such person has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as defined in 21 USC 802.

(Code 1981, § 18A-36; G.O. No. 4561, § 4, 9-18-1995)

Sec. 62-138. Education and conciliation.

The commission shall maintain such educational and conciliatory activities as in its judgment will further the purposes of this article. It may hold conferences of persons in the real property industry and other related fields and with other interested persons to acquaint them with the provisions of this article and to further the purposes therein.

(Code 1981, § 18A-37)

Sec. 62-139. Complaints generally.

Any person who claims to have been injured by a discriminatory practice as made unlawful by this article (referred to in this article as the "complainant") may file a complaint in writing with the commission. Complaints shall contain such information and be in such a form as the commission shall require. Immediately upon the filing of a complaint, the commission shall furnish a copy of the complaint to the person alleged to have committed an unlawful discriminatory practice.

(Code 1981, § 18A-38)

Sec. 62-140. Time limit for filing complaint; answer to complaint.

A complaint under section 62-139 shall be filed within 60 days after the alleged discriminatory practice occurred. The written complaint shall state the facts upon which the complainant believes that discriminatory practice unlawful under this article has occurred. Complaints may be reasonably and fairly amended at any time with the approval of the chairperson of the commission. The person complained about, referred to in this article as the "respondent," may file an answer to a complaint against him, which may also be amended with the permission of the chairperson of the commission, which shall be granted whenever it is reasonable and fair to so do. Complaints and answers to complaints shall be verified.

(Code 1981, § 18A-39)

Sec. 62-141. Investigation of complaints; conciliation.

After the filing of any complaint under section 62-139, the chairperson of the commission shall designate from among the membership of the commission at least two, but not more than three, of the members thereof, who shall, together with such other persons as they deem necessary, as soon as reasonably practical, investigate

the complaint. The persons appointed by the chairperson to make the investigation shall notify the complainant as to whether or not they intend to resolve all or any of the discriminatory practices alleged within the complaint. If the investigating members of the commission should determine to resolve the complaint or parts thereof, they shall immediately thereafter endeavor to eliminate the alleged unlawful discriminatory practices which they determine to resolve by conference, conciliation and persuasion with either the complainant or the respondent or with both as seems appropriate to the investigating members of the commission.

(Code 1981, § 18A-40)

Sec. 62-142. Meeting with commission regarding complaint—Conduct generally.

If the investigating members of the commission shall, within 90 days from the date of the filing of the complaint, fail within their judgment to have substantially eliminated the alleged unlawful discrimination or to have conciliated the results thereof, and if they believe that the complaint is substantial and has reasonable grounds therefor, under section 62-141 they shall thereupon refer the matter to the entire commission, which shall immediately set a date for a meeting with a balance of the membership of the commission on the complaint, at which meeting the investigating members of the commission shall not participate as members of the commission in rendering the decision. The meeting with the commission shall in no event be held more than 150 days from the date of the filing of the original complaint and shall be conducted in a fair and impartial manner according to rules adopted by the commission, but not less than five members of the commission shall be necessary to constitute a quorum and at least four members of the commission must agree upon any action taken by the commission as a result of the meeting.

(Code 1981, § 18A-41)

Sec. 62-143. Same—Evidence and testimony.

The chairperson of the commission shall have the power, at the request of the complainant or the respondent, or upon his own motion, to issue process and to compel the attendance at the meeting held pursuant to section 62-142 of any person or witness, together with books, papers or other documents relevant to the issue. Such process shall be executed by the chief of police or his agents and shall be enforced as in all cases of city ordinance violations. The meeting with the commission shall be conducted in a fair and impartial manner according to rules adopted by the commission, but not less than five members of the commission shall be necessary to constitute a quorum and at least four members of the commission must agree upon any action taken by the commission as a result of the meeting. Proof of matters contained within the complaint may be presented by a member of the law department of the city, upon request of the commission. The complainant and the respondent shall both have the right to appear with legal counsel and shall both have the right to present proof and cross examine witnesses in all matters relating to the complaint and subsequent related occurrences. The commission shall have the power reasonably and fairly to amend any complaint either prior to or during the meeting in accordance with the facts developed by the meeting, and the respondent shall have like power to amend his answer in the same manner. All testimony taken at a meeting shall be under oath, which may be given by the chairperson.

(Code 1981, § 18A-42)

Sec. 62-144. Same—Written report.

The chairperson of the commission, upon either the request of the complainant or of the respondent, and upon the posting of reasonable security for the cost thereof, or upon his own motion, may secure the attendance

of a proceedings reporter at a meeting held pursuant to section 62-142 for the purpose of recording the proceedings or any part thereof.

(Code 1981, § 18A-43)

Sec. 62-145. Same—Findings and action by commission.

If, upon all the evidence produced at the meeting pursuant to section 62-143, the commission finds that the respondent has engaged in an unlawful discriminatory practice as defined in section 62-134, 62-135 or 62-136, then the commission shall issue and cause to be served on the respondent recommendations to cease and desist from the unlawful discriminatory practice. If, upon all the evidence produced, the commission finds that the respondent has not engaged in any unlawful discriminatory practices as defined in such sections, the commission shall state its findings in writing and shall issue and cause to be served on the complainant an order dismissing the complaint as to the respondent.

(Code 1981, § 18A-44)

Sec. 62-146. Rules of procedure of commission.

The commission shall establish rules of practice and procedure not at variance with the requirements of this article as shall be necessary from time to time to provide for and effectuate the purposes of this article.

(Code 1981, § 18A-45)

Sec. 62-147. Service of notices and orders.

Any notice, order or other process required under this article or desirable may be served upon the party to whom the notice is to be given by handing a written copy thereof to him, and may be served by any police officer of the city or by any other adult person of the city at the direction of the chairperson of the commission. A notice may also be served by leaving a copy of the notice at the usual place of abode of any person desired to be served, with a member of the household over the age of 15 years. If a person to be served under this article shall not be present within the city or his whereabouts shall be unknown, then notice may be served upon him by posting a copy of the notice upon the real property where it is alleged the unlawful discriminatory practice has occurred and by sending a copy thereof by registered mail to his last known address.

(Code 1981, § 18A-46)

Sec. 62-148. Enforcement by city attorney.

(a) The commission, in the event of a failure to secure voluntary compliance with the requirements of this article, shall cause the chairperson thereof to certify, in writing, to the city attorney that all reasonable efforts of the commission to secure conciliation and compliance are concluded in the matter, and the commission shall, with such certification, transmit the commission file and the transcript of the meeting, if any, to the city attorney and in all other respects cooperate with him.

(b) Upon certification by the commission, the city attorney, if he finds that there is probable cause to believe that a violation of any of the provisions of this article has occurred and that there is probable cause to believe that the respondent is guilty of that violation, may institute proceedings in municipal court for prosecution of the violation.

(c) Whenever the city attorney has reasonable and probable cause to believe that any person or group of persons has engaged in a pattern or practice of resistance to the full enjoyment of any of the rights granted by this article, or that any group of persons has been denied any of the rights granted by this article, he may bring a civil action in the circuit court of the county, setting forth in his petition in such cause the facts and requesting such preventive relief, including injunctive relief, against the person responsible for the pattern or practice of resistance as to him may seem reasonably necessary to ensure the full enjoyment of the rights granted by this article and to prevent such violations thereof.

(d) The commission may certify complaints directly to the city attorney's office for legal action under this section without conducting a meeting whenever the commission finds that any person or group of persons has engaged in a continued pattern of resistance to the full enjoyment of any of the rights granted under this article. The filing of previous complaints and the finding of probable cause for such complaints by the commission against a person shall constitute grounds for the commission finding that such person is engaged in a continued pattern of resistance to the full enjoyment of the rights granted by this article.

(Code 1981, § 18A-47)

Sec. 62-149. Investigatory powers of commission.

In the course of any investigation authorized under this article, the commission shall have access at all reasonable times to premises, records, documents, individuals or other evidence or possible sources of evidence, and may examine, record and copy such materials and take and record the testimony or statements of such persons as are reasonably necessary for the furtherance of the investigation.

(Code 1981, § 18A-48)

Sec. 62-150. Legal representation of commission.

The city attorney shall represent the commission in all litigation in which the commission participates or is a party.

(Code 1981, § 18A-49)

Sec. 62-151. Coercion, intimidation, threats or interference; retaliation; discrimination by association.

It shall be unlawful to:

(1) Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the provisions of this article;

(2) Aid, abet, incite, compel or coerce the commission of acts prohibited under this article or to attempt to do so;

(3) Discriminate or retaliate in any manner against any individual because the individual has opposed any practices forbidden under this article, or because the individual that filed a complaint testified or assisted in any proceeding or hearing conducted pursuant to this article; or

(4) Discriminate in any manner against any person because of such person's association with any person protected by this article.

(Code 1981, § 18A-50)

Secs. 62-152—62-180. Reserved.

ARTICLE IV. PUBLIC ACCOMMODATIONS[4]

Sec. 62-181. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Hotel and motel means every establishment offering lodging to transient guests for compensation, other than bona fide private clubs.

Passenger transportation system means publicly or privately owned, operated or managed buses, taxicabs, airlines, airplanes or trains normally carrying passengers for hire within or from the city, and shall include all of the stations, terminals and facilities appurtenant thereto.

Place of entertainment means those places, things or events open to the public, such as motion picture theaters, legitimate theaters, circuses, fairs, carnivals, athletic exhibitions or contests including but not limited to boxing, wrestling, football and baseball exhibitions and contests, athletic fields, amusement parks, playgrounds and parks, bowling alleys, swimming pools, auto races, pool halls, dances and dance halls, golf courses, shooting galleries and ranges, skating rinks, miniature golf courses, fireworks shows or exhibitions, go-cart tracks, horse, dog and flower shows and exhibits, beauty shows or pageants, and all other similar places, exhibitions or contests open to the public, whether publicly or privately owned, operated or managed.

Restaurant means every cafe, cafeteria, coffeeshop, sandwich shop, snackbar, supper club, soda fountain, ice cream parlor, luncheonette, tavern or bar or other similar establishment which offers food or drink for purchase and consumption on the premises, other than bona fide private clubs.

Services means professional, semiprofessional, personal, educational or commercial.

(Code 1981, § 16A-61)

Cross reference(s)—Definitions generally, § 1-2.

Sec. 62-182. Discrimination prohibited.

It shall be unlawful for any person offering for a consideration services, public accommodations or passenger transportation, or for the agent, operator or manager of such person, to refuse, withhold from or deny to any person such services, public accommodations or passenger transportation for any reason, directly or indirectly, related to the age, race, creed, color, sex, religion, ancestry, national origin or disability of such person. However, nothing contained in this section shall be construed to prohibit any person from having a special event such as women's bowling night, men's bowling night, women's or men's bridge night, or other similar events which limit the event or activity to individuals of a particular sex, except such special events shall not occur on a regular basis so as to defeat the intent of this section.

(Code 1981, § 18A-62)

[4]Cross reference(s)—Licenses, permits and miscellaneous business regulations, ch. 70.

~~Sec. 62-183. Filing, investigation and resolution of complaints; enforcement by city attorney.~~

~~(a) The mayor's commission on human rights and community relations shall receive and investigate, in accordance with rules established by the commission, all complaints of alleged violations of this article, with assistance from the staff of the law department of the city and any other persons whom the commission may find useful in the investigation and processing of the complaint. Any three members of the mayor's commission shall have the power to act on behalf of the whole commission in a matter concerning this article. The chairperson of the commission shall have the power to issue subpoenas to compel witnesses to attend public or private meetings and to produce at such meetings relevant books or records with regard to the matter under investigation. The failure to comply with any such subpoena shall be punishable in municipal court in accordance with the provisions of section 1-7; provided, however, no subpoena shall require any appearance within five days from the date such subpoena shall be served and the parties subpoenaed shall have three days from the date of service to move the municipal court to quash the subpoena. If such a motion is made, the court may continue the time for compliance with such subpoena as necessary to rule on the motion, but for no longer than ten days from the original date set for appearance. A copy of such motion is to be served upon the city attorney as counsel for the mayor's commission. The chairperson of the commission or any member of the commission directed to investigate a complaint shall have the power to place any person under oath relating to any matter under investigation.~~

~~(b) No complaint shall be filed more than 60 days after the date of the alleged violation of section 62-182, and all complaints shall be in writing and under oath. After the filing of any complaint, the chairperson shall appoint at least two and not more than three commissioners to promptly investigate the complaint. If it is determined after the investigation that probable cause exists for crediting the allegations of the complaint, the commissioners shall immediately endeavor to eliminate the unlawful discriminatory practice complained of by conference, conciliation and persuasion, and shall report the results to the entire commission. The investigation, determination of probable cause and conciliation shall be conducted according to such rules, regulations and guidelines as the commission shall prescribe. The members of the commission and its staff shall not disclose the content of the report or what has transpired in the course of such endeavors.~~

~~(c) The commission, or those representing the whole commission, shall determine whether probable cause exists to believe that the complaint is justified, and shall adjust complaints by education, persuasion and conciliation if possible, as promptly as possible, within the applicable time limits.~~

~~(d) If the commission or those acting on behalf of the commission find that their efforts are unsuccessful, or in any event if the complaint shall not have been resolved within the maximum time after receipt of the complaint, the commission shall at such time refer the complaint to the law department of the city with the commission's recommendation thereon, with a copy thereof to be sent to the complainant and to the person complained about by ordinary mail.~~

~~(e) The commission may certify complaints directly to the city attorney's office for legal action under this section without conducting a meeting whenever the commission finds that any person or group of persons has engaged in a continued pattern of resistance of full employment of any of the rights granted under this article. The filing of previous complaints and the findings of probable cause for such complaints by the commission against a person shall constitute grounds for the commission finding that such person is engaged in a continued pattern of resistance to the full employment of the rights granted in this article.~~

~~(Code 1981, § 18A-63)~~

~~Sec. 62-184. Making false complaint.~~

~~Any person knowingly making a false complaint to the mayor's commission on human rights and community relations for the violation of section 62-182 shall, upon conviction thereof, be punished as provided by section 1-7.~~

(Code 1981, § 18A-64)

Sec. 62-185. Penalty for unlawful discrimination.

Any person convicted of violating any of the provisions of section 62-182 shall be punished as provided in section 1-7.

(Code 1981, § 18A-65)

Sec. 62-186. Civil remedies.

This article shall neither add to nor detract from any civil remedy now available or hereafter available to persons subjected to discrimination prohibited therein.

(Code 1981, § 18A-66)

Sec. 62-187. Coercion, intimidation, threats or interference; retaliation; discrimination by association.

It shall be unlawful to:

(1) Coerce, intimidate, threaten or interfere with any person in the exercise or enjoyment of, on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the provisions of this article;

(2) Aid, abet, incite, compel or coerce the commission of acts prohibited under this article or to attempt to do so;

(3) Discriminate or retaliate in any manner against any individual because the individual has opposed any practices forbidden under this article, or because the individual that filed a complaint testified or assisted in any proceeding or hearing conducted pursuant to this article; or

(4) Discriminate in any manner against any person because of such person's association with any person protected by this article.

(Code 1981, § 18A-67)

City of Springfield – Committee Recommendation Report

Committee Name: Community Involvement Committee

Meeting Date: May 19, 2026

Prepared By: Anita J. Cotter

1. Referral Information

Referral Language: Review and provide potential recommendations on an initiative to place informational signs at certain roadway locations to inform motorists and those in need of community service providers.

Date Referred: May 20, 2024

Referral Requested By: Councilmember Carroll

Committee Assigned: Community Involvement Committee

2. Summary of Actions Taken

October 16, 2024: Public Works reviewed proposed informational signage at major intersections and discussed static signs, Dynamic Message Signs, private property placement, and public education. Staff identified Missouri Department of Transportation jurisdiction and Manual on Uniform Traffic Control Devices requirements as constraints on signage within state maintained right of way. Committee members supported development of alternative messaging and a public education campaign.

November 20, 2024: Staff presented the Help Without the Hazard campaign as an educational effort promoting safer giving methods and directing charitable support toward local organizations. Staff reported that MoDOT did not support the proposed signage at major intersections. The Committee discussed social media, television, billboards, private property placement, and other communication methods, with implementation targeted for early 2025.

May 19, 2026: Staff reported that the initial campaign included informational signs at seven high volume intersections, a webpage, news releases, social media messaging, and QR codes. The signs were removed in March 2026, and the webpage received approximately 450 visits during the 12-month period. The Committee directed staff to engage nonprofit organizations, revise campaign messaging, explore signage opportunities outside state maintained right of way, engage businesses and neighborhood organizations, and return with revised recommendations.

June 30, 2026: Staff presented the revised Help Starts Here educational campaign as a broader public education effort supported by the Public Information Office, Springfield Police Department, Public Works, the Law Department, and nonprofit partners. Proposed communication tools included educational videos, a Help SGF landing page, social media, partner announcements, roadway informational signage, and billboard, broadcast, streaming, and audio opportunities. Staff identified potential City right of way and private property locations near priority intersections because MoDOT would not allow the proposed panhandling related signage within state right of way. The proposed sign message was “It’s okay to say no to panhandling. Support local organizations that can help.” Staff

proposed at least 10 sign locations, estimated sign costs of approximately $2,316, and approximately $5,000 in additional investment to amplify the campaign through paid media.

3. Supporting Documentation

- City Council Committee Referral Request Form, May 20, 2024
- Community Involvement Committee Minutes, October 16, 2024
- Community Involvement Committee Minutes, November 20, 2024
- Community Involvement Committee Minutes, May 19, 2026
- Community Involvement Committee Minutes, June 30, 2026

4. Committee Recommendation

The Community Involvement Committee recommends that staff bring forward a proposal to the full City Council regarding implementation of the Help Starts Here roadway informational sign and public education campaign, including associated budget considerations.

Committee Vote:

Approved June 30, 2026. Ayes: Councilmember Lee, Mayor Pro Tem Hardinger, Councilmember Horton, and Councilmember Carroll. Nays: None. Absent: None. Abstain: None.

5. Signature

Committee Chair: _____ Date: _____

For City Clerk's Office Use Only:

Date Received: _____

Added to Council Agenda Date: _____

City Council Committee Referral Request Form

1. Council Member Requesting the Referral Callie Carroll

2. Referral Information

- **Date of Referral:** 8/10/2026 ☐ **Citizen Request**
- **Title of Referral:** Evaluate Economic Development Incentive Policy Manual Framework
- **Description/Purpose of referral and Desired Outcome: (**Provide a detailed description of the item to be referred, including background information, objectives, desired outcome, and any relevant context.) (Attachments see #5.)

  Review and evaluate the City's current Economic Development Incentive Policy Manual for consistency with City Council's adopted priorities and goals set out in Forward SGF.

- **Relates to which Adopted City Council Priority Objective:** Economic Vitality
- **Time Constraints or Pertinent Deadlines for review:** (Provide information pertaining to any deadlines or timeframes that may affect what priority this issue is given in Committee.)

  To modernize the City's economic development processes and strengthen operational excellence, a comprehensive review of the City's incentive package is necessary. With multiple operational components currently under review and potential economic development projects on the horizon, it is imperative that this review be completed as expeditiously as possible.

☒ **Request recommendation** or ☐ **Request Draft Ordinance for City Council to review.**

3. Requested Committee for Referral:

☐ **Finance and Administration Committee** (Areas of Responsibility include Fees and Charges for Services; Financial Policies; Federal and State Assistance Programs; Insurance and Retirement Policies; Oversight of Internal Audit Services; Review of Capital Improvement Projects.)

☐ **Plans and Policies Committee** (Areas of Responsibility include Master Planning of all areas, Council goals and procedures; City Code revisions.)

☒ **Community Involvement Committee** (Areas of Responsibility include Legislative priorities, neighborhood issues, environmental areas, Economic Development.)

☐ **Public Involvement Committee** (Area of Responsibility include Recommendations for appointment to Boards and Commissions.)

☐ **Committee of the Whole** (Areas of Responsibility include Recommendations for appointment to Board of Public Utilities and Police Civilian Review Board or any other referred matter.)

Reason for Referral to Selected Committee: (Explain why this item should be referred to the selected

Economic Development is a core responsibility under the Community Involvement

Committee.

4. Additional Information

- **Additional Notes or Comments:** (Any additional information or special considerations regarding the referral.)

5. Supporting Documents

- **Attachments:**
    - (Include any supporting documents or materials relevant to the item being referred. e.g., reports, data, previous meeting minutes, etc.)

For City Clerk's Office Use Only

Referral Outcome

Referred:

Withdrawn:

Committee referred to:

Committing Meeting Dates Considerations:

Recommendation to City Council:

Council Action:

CITY OF Springfield

EXPLANATION TO COUNCIL BILL 2026-179 (MCGULL)

FILED: 07/21/2026

ORIGINATING DEPARTMENT: Planning and Development

TITLE: A special ordinance authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Gott's Valley, generally located at 3830 East Division Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (By: East Division Development, LLC; Fairfield Village Property Investors, LLC & Park Place Meridian SPE, LLC; 3830 East Division Street; Preliminary Plat of Gott's Valley.)

PURPOSE: Authorizing the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Gott's Valley, generally located at 3830 East Division Street upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance. (Staff recommends that City Council accept the public streets and easements.)

BACKGROUND INFORMATION:

A. An original Preliminary Plat of Gott's Valley dated June 29th, 2026, is on file in the Department of Planning and Development. A reduced version of which is included for general reference in Exhibit B, Attachment 3.

B. The Planning and Zoning Commission held a public hearing on July 16th, 2026, and approved the Preliminary Plat by a vote of 8 to 0, subject to the following conditions:

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department, and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

a. The southern terminus of Danvers Avenue is proposed to be gated. The connection will be used for emergency access only.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

All required improvements shall be the sole responsibility of the sub-divider. As prescribed by Section 36-3.06.F. of the Subdivision Regulations, the improvements shall be made or guaranteed by means of bond, escrow agreement, letter of credit or other appropriate security agreement. Release of the final plat for recording shall be withheld until the sub-divider has complied with this section.

Section 36-2.02.C.4.b. of the Land Development Code requires that a final plat be submitted within two years of City Council's acceptance of the public streets and easements.
Attached for Council information is a sketch showing the location of the plat area, an exhibit showing the proposed plat, and a copy of the Planning and Development Department staff report to the Planning and Zoning Commission.

REMARKS: Staff recommends approval.

Submitted By: Andrew Menke, Senior Planner

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments:
1. Preliminary Plat of Gott's Valley - 3830 East Division Street
2. PPlat of Gott's Valley_exhA

3. PPlat of Gott's Valley_exhB

One-rdg. _____
P. Hrngs. _____
Pgs. 28
Filed: 08-04-26

Sponsored by: McGull

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-179 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the Director of Planning and Development to accept the dedication of public streets and easements to the City of Springfield, Missouri, as shown on the Preliminary Plat of Gott's Valley, generally located at 3830 East Division Street, upon the applicant filing and recording a final plat that substantially conforms to the preliminary plat; and authorizing the City Clerk to sign the final plat upon compliance with all the terms of this Ordinance.

_____

WHEREAS, an original Preliminary Plat of Gott's Valley, dated June 29, 2026, is on file with the City's Department of Planning and Development; and

WHEREAS, the Planning and Zoning Commission of the City of Springfield, Missouri, held a public hearing and conditionally approved the Preliminary Plat of Gott's Valley on July 16, 2026, by a vote of 8 to 0, a copy of the Record of Proceedings from said public hearing being attached hereto and incorporated herein by this reference as "Exhibit A."

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

Section 1 – City Council hereby authorizes the Director of Planning and Development, on behalf of the City of Springfield, to accept the land, easements, and improvements dedicated to the City, as shown on the Preliminary Plat of Gott's Valley, which is generally located at 3830 East Division Street, as approved by the Planning and Zoning Commission. The original Preliminary Plat of Gott's Valley is on file in the Department of Planning and Development ("Approved Preliminary Plat"), a reduced version of which is attached hereto for general reference as "Exhibit B – Attachment 3." All of "Exhibit B," including attachments, is incorporated herein by this reference.

Section 2 – The Director of Planning and Development shall be authorized to accept the land, easements, and improvements dedicated to the City, as shown on said

plat, upon the applicant filing and recording a final plat in accordance with this Ordinance and the Subdivision Regulations of the City, which final plat shall substantially conform to the Approved Preliminary Plat, including those conditions described in "Exhibit B – Attachment 2," and upon the Director of Public Works certifying to the Director of Planning and Development and the City Clerk that the public improvements have been made in accordance with City standards and specifications. Said public improvements shall not be accepted until the occurrence of all conditions referenced herein and in "Exhibit B – Attachment 2."

Section 3 – The final plat shall not be recorded until: (1) the public improvements relating to the Approved Preliminary Plat have been constructed according to the specifications of the City of Springfield, Missouri, and are approved by the Director of Public Works, and all engineering fees, permit fees, licenses, and other fees occasioned by or in connection with the construction of said improvements have been paid to the City; or (2) in lieu of the construction of the improvements, that the Applicant has filed with the City Manager, according to the terms of the Subdivision Regulations of the City, the prescribed financial assurances in a form acceptable to the City to ensure the construction of the improvements and the payment to the City of all engineering fees, permit fees, licenses, and other fees occasioned by, or which will be occasioned by, the construction of the improvements.

Section 4 – Upon compliance with all the requirements of this Ordinance, including the conditions described in "Exhibit B – Attachment 2," the City Clerk is hereby authorized to endorse City Council's approval upon the final plat pursuant to Section 445.030, RSMo., and such endorsement shall constitute the acceptance of the Public Improvements contained therein.

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

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXHIBIT A
RECORD OF PROCEEDINGS
Planning and Zoning Commission – July 16, 2026

Preliminary Plat of Gott's Valley
3830 East Division Street
Applicant: East Division Development, LLC; Fairfield Village Property Investors, LLC & Park Place Meridan SPE, LLC)

Bob Hosmer stated that this is a request to approve a preliminary plat for a 63-lot subdivision.

Commissioner Doennig opened the public hearing.

Mr. Will Hoey, 550 St. Louis Street, confirmed the traffic study is complete, and improvements include signalization at Division/Le Compte, a southbound right-turn lane, and right-turn lanes at subdivision entrances off Division. He also stated the plat is consistent with previously approved zoning and subdivision regulations.

Commission Hunton asked if the plat is largely the same as what was presented before.

Mr. Hoey confirmed the plat is generally the same as previously presented and no new variances are requested.

Commissioner Pauly asked about future trail easements across the northern edge of the property.

Mr. Hoey stated that an inquiry was made about a future trail easement requested by Parks and Greenways, for which no decision had been made yet.

Mr. Mark Nelson, 4404 East Kentbrook Drive, objected to the plat, arguing it does not comply with the 2022 Comprehensive Plan for single-family residential build-out. He described it as a "slow roll" of a previous high-density proposal (PD 392 from September 2025) that included 102 residential and 410 apartment units. He believes the current presentation of 63 units on 48 acres (26 single-family, 8 duplexes, 20 villas, 7 townhouses) is misleading, with large unassigned lots (14.47 and 4.89 acres) destined for future apartments. He voiced concerns about traffic congestion from potentially 512 total units (plus other nearby developments) and called for substantial widening of Division Street for safety and greenways. He also suggested the administrative action bypassed broader public notice due to the applicant owning surrounding properties and is not in favor of this proposal.

Commissioner Doennig closed the public hearing.

Commissioner Scott reiterated Commission's previous denial of a variance to waive the requirement from the subdivision regulations to provide a connection to Danvers Road. Commissioner Scott emphasized the importance of neighborhood connectivity and encouraged City Council to consider this when reviewing the proposed gate.

Commissioner Doennig also stated that some of the complaints about the development is the low number of access points for a large development and would like to remind City Council of this as they consider the gate, as well as that Commission did deny the request for a subdivision variance at that location.

Commissioner Jacquez asked the staff if they knew if students that live in Cooper Estates have a bus service to Hickory Hills Elementary and Mr. Hosmer stated that he does not know.

COMMISSION ACTION:
Planning and Zoning Commissioner McClure moved to approve Preliminary Plat of Gott's Valley. Commissioner Morris seconded the motion. The item **Passed** with the following votes: Ayes: Commissioner Doennig, Commissioner Scott, Commissioner Jacquez, Commissioner Pauly, Commissioner McClure, Commissioner Souliere, Commissioner Hunton and Commissioner Morris. Nays: None. Absent: Commissioner Gunther. Abstain: None.



Bob Hosmer, AICP
Planning Manager

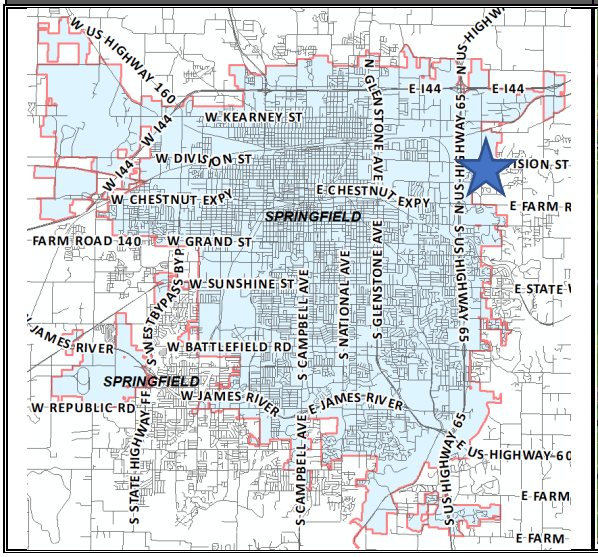
Exhibit B

DEVELOPMENT REVIEW STAFF REPORT

PROJECT INFORMATION	
Case Number:	Preliminary Plat of Gott's Valley
Location:	3830 East Division Street
Total Acres:	48.17 acres
Applicant:	East Division Development, LLC; Fairfield Village Property Investors, LLC; & Park Place Meridian SPE, LLC
Existing Land Use:	Undeveloped
Neighborhood Meeting:	N/A
Planning and Zoning Commission:	July 16, 2026
City Council:	August 10, 2026
Public Notification:	Posted property
Staff:	Andrew Menke, Senior Planner, (417) 864-1613
Staff recommendation:	Staff recommends approval
Proposed motion:	Move to approve the preliminary plat of Gott's Valley subject to the conditions listed in Attachment 2 of the staff report. (All commission motions are made in the affirmative.)
Required Vote:	A majority of those present (5 members are a quorum).

PROJECT SUMMARY:

Request to subdivide approximately 48.17 acres of property generally located at 3830 East Division Street into sixty-three (63) residential lots to facilitate the development of the site.

LOCATION MAP	ZONING MAP
	

DEVELOPMENT REVIEW STAFF REPORT

GOOGLE AERIAL OF LANDMARKS, BUSINESSES, AND ATTRACTIONS:



GOOGLE MAPS STREET VIEW:



View from intersection of
LeCompte Rd & Division St



View from northeast corner of subject property



View from Danvers Rd

PROPERTY HISTORY:

The subject property was annexed into the city in 2025. In November of that year, the property was rezoned from County A-1, Agriculture to Planned Development No. 392.

DEVELOPMENT REVIEW STAFF REPORT

PLANNING AND ZONING COMMISSION AUTHORITY:

Action Type: Administrative.

A subdivision is the legal process to divide a surveyed tract of land into lots for the purposes of sale of the property. Platting is the process of mapping those lots and is considered part of the subdivision process. Subdivision is an administrative action. An administrative action is ministerial and non-discretionary. In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the minimum requirements set forth in the subdivision statutes and the subdivision regulations in the Land Development Code. If the plat meets these standards, approval is required.

Relevant Authority

Revised Statutes of Missouri: Sections 89.400 through 89.470

City Charter: Sec. 11.7. – Legal status of master plan.

(1) *Master plan to provide general guidelines.* The master plan shall be prepared and maintained as a general guide for the orderly and efficient development and redevelopment of the City of Springfield. The master plan shall be kept current through review not less than every five years. When required by this Charter or otherwise deemed necessary, such review shall include proposed revisions or alterations in the master plan and public hearings thereon.
(2) *Regulations to generally conform to master plan.* All rezoning of land, subdivision plats, development proposals, and the zoning ordinance, subdivision ordinance and the zoning map should generally conform with the guidelines set forth in the master plan and should be reviewed for consistency with the master plan; provided, however, inconsistencies with the master plan shall not constitute cause to invalidate any such matter. The master plan shall not have the effect of a regulatory ordinance.
(3) *Master plan to guide public improvements.* The master plan shall provide guidelines for the location of public streets, parks and other public ways, grounds and spaces, public buildings and structures, facilities of public or private utilities, and the acquisition of real property by the city for public use. To that end the planning and zoning commission shall review the following:

    (a) All proposals to construct or extend public streets.
    (b) All proposals to improve land as a park.
    (c) All proposals to lay out or improve other public ways, grounds or spaces.
    (d) All proposals to construct public buildings and structures.
    (e) All proposals to lay out and construct facilities of public utilities, whether publicly or privately owned.
    (f) All proposals to acquire real property for public purposes.

In reviewing and approving all such proposals, the function of the planning and zoning commission shall be to determine whether they are generally consistent with the master plan of the city. No such proposals shall be constructed or authorized until the location, extent and character thereof has been submitted and approved by the planning and zoning commission.

In case of disapproval, the commission shall communicate its reasons to the city council, and the city council, by vote of not less than two-thirds of its entire membership, may overrule the disapproval and, upon the overruling, the city council or the appropriate board or officer may proceed, except that if the proposal is by an agency other than an agency of the city and the authorization or financing does not fall within the province of the city council, then the submission to the planning commission shall be by the agency having jurisdiction, and the planning commission's disapproval may be overruled by that agency by a vote of not less than two-thirds of its entire membership. The acceptance, widening, removal, extension, relocation, narrowing, vacation, abandonment, change of use, acquisition of land, sale or lease of any street or other public facility is subject to similar submission and approval, and the failure to approve may be similarly overruled.

In the event the commission shall fail to act within thirty days after the date of official submission of a proposal (which date shall be the date that the matter is placed upon the agenda of the commission) to the commission, then the proposal shall be deemed to have been approved by the commission, unless a longer period for review by the commission shall have been authorized by the council or by the public officials submitting the proposal. In any case in which the commission finds that it is not reasonably able to complete its review of a proposal within thirty days, it may extend the time for such review for not more than thirty days.

City of Springfield Land Development Code

Sec. 36-2.02. - Plats.

C. **Major Subdivision – Preliminary Plat.** Any subdivision not eligible as an administrative subdivision is a major subdivision that shall require approval of a preliminary plat. A preliminary plat shall be processed according to the following specific procedures.
   1. *Applicability.* The preliminary plat provides detailed planning review of development patterns, street networks and design types, block and lot layout, and the ability to meet public facility and utility requirements for future development, prior to preparation of detailed construction and engineering plans. The PD Director may allow a preliminary plat and final plat to be processed simultaneously for more routine applications, provided the submittal requirements and criteria for both applications can be met.
   2. *Review Criteria.* A preliminary plat shall be reviewed according to the following criteria:
      a. The development and infrastructure are arranged in a manner to minimize impacts on geologic hazards, environmentally sensitive areas, wildlife habitat, or other natural features of the land.
      b. The arrangement and proposed design of streets, open spaces, and blocks meet the development and design standards of the subdivision regulations.

c. The proposed blocks and lots are capable of meeting all development and site design standards of the applicable zoning district, including lot and development standards, frontage design standards, and access standards.
d. The application demonstrates a preliminary likelihood of being able to meet the design, construction, performance, and maintenance requirements for all required improvements.
e. Any phasing is clearly indicated and demonstrates a logical and coordinated approach to development, and the timing, location, and construction of amenities is consistent throughout phases.
f. Any impacts identified by specific studies or technical reports, including a review of storm water, traffic impacts, and access management are mitigated with generally accepted and sound planning, engineering, and urban design solutions that reflect long-term solutions and sound fiscal investments.
g. The design does not impede the construction of anticipated or planned future public infrastructure or other development within the area.
h. The recommendations of professional staff or any other public entity or review agencies asked to officially review the preliminary plat.

3. *Review Procedure*. In addition to the general requirements in Table 2-1 and Section 36-2.01, the following requirements apply to preliminary plat applications:
a. Any application may be coordinated with a rezoning in Section 36-2.05 or a planned zoning in Section 36-2.06.
b. The PD Director shall schedule complete applications for a public hearing before the Planning and Zoning Commission.
c. The Planning and Zoning Commission shall review the preliminary plat, and a preliminary plat that conforms with the standards of this chapter and criteria of this section shall be forwarded to the City Council for a recommendation to accept any dedicated land. A preliminary plat that does not meet the standards or criteria may be denied by the Planning and Zoning Commission.
(1) Any street or public facility included in a major street plan approved by the Planning and Zoning Commission or other specific plan for public facilities, regardless of local, state, of federal status, shall not be accepted or constructed unless it is first approved as a preliminary plat by the Planning and Zoning Commission prior to construction through a preliminary plat or other capital improvements and design review.
(2) Any street or public facility not approved by the Planning and Zoning Commission in this manner shall only be accepted or constructed by a two-thirds approval of the entire membership of the board having jurisdiction over the street of public facility
d. The applicant may appeal a denial of a preliminary plat by the Planning and Zoning Commission to the City Council.
e. Based on the Planning and Zoning Commission recommendation, the City Council shall reject or accept the preliminary plat, and if accepted determine if the land or easements proposed to be dedicated for public use and the proposed public improvements shall be accepted by the City.

f. The City Council may accept the land and improvements on the preliminary plat contingent on the subsequent filing and recording a final plat that substantially conforms with the preliminary plat, and upon the PW Director certifying that the public improvements have been made or secured in accordance with city standards.

4. *Effect of Decision*.
   a. The approval of the preliminary plat does not constitute an acceptance of the subdivision but authorizes preparation of the final plat and design and construction of improvements in conformance with the preliminary plat.
   b. An approved preliminary plat shall be effective for two years, except that any complete submittal of final plat for any phases indicated on a preliminary plat shall stay the two-year period, and on approval of a final plat a new two-year period may begin for remaining portions of the preliminary plat.
   c. The Planning and Zoning Commission may grant a one-year extension on a preliminary plat if the applicant demonstrates substantial progress towards the design and engineering requirements necessary to submit a final plat or other circumstances beyond their control that make the delay reasonable, and if based on finding that no substantial changes in the area will affect the originally approved application.
   d. If a final plat is not submitted within these parameters, the preliminary plat shall expire, and any further activity shall require a new preliminary plat.
   e. The approval of a new preliminary plat prior to the expiration of a previously approved preliminary plat shall automatically render any previously approved preliminary plat invalid.

CITY OF Springfield

DEVELOPMENT REVIEW STAFF REPORT

LAND DEVELOPMENT CODE REQUIREMENTS:

CODE ITEM	REQUIREMENTS FOR PLANNED DEVELOPMENT 392
Minimum Lot Dimension Requirements	**Single-Family** Lot Area: 10,000 square feet Lot Width: 80 feet Lot Depth: 125 feet **Duplex** Lot Area: 7,500 square feet Lot Width: 75 feet Lot Depth: 100 feet **Villas** Lot Area: 7,000 square feet Lot Width: 50 feet Lot Depth: 100 feet **Townhomes** Lot Area: 3,000 square feet per unit Lot Width: 25 feet per unit Lot Depth: 100 feet **Apartments** None
Minimum Open Space	20%
Maximum Structure Height	**- Single-Family, Duplex, Villas, & Townhomes:** 2 stories, excluding basement **- Apartments:** 3 stories, excluding basement
Minimum Setbacks	**Single-Family** Front: 20 feet Side: 5 feet Side Yard: 15 feet Rear: 25 feet **Duplex** Front: 15 feet Side: 5 feet Side Yard: 15 feet Rear: 20 feet **Villas** Front: 10 feet Side: 5 feet Side Yard: 10 feet Rear: 20 feet

	Townhomes Front: 5 feet Side: 5 feet Side Yard: 15 feet Rear: 20 feet **Apartments** Front: 15 feet Side: 15 feet Side Yard: 15 feet Rear: 15 feet *"Side Yard" in this Planned Development refers to corner lots when the side setback is adjacent to a street.*
Street Classification	E Division Street – Primary Arterial N Le Compte Road – Secondary Arterial (Future) E Ambrose Street – Local (Future) E Sherwood Street – Local (Future) N Camber Avenue – Local (Future) N Danvers Avenue – Local (Future) N Brandon Avenue – Local
Sidewalks	Sidewalk is required along the frontage of all public streets within and adjacent to the site. Of those streets that already exist, there is currently no sidewalk along them.

DEVELOPMENT REVIEW STAFF REPORT

MAJOR THOROUGHFARE MAP:



Subject property fronts a Primary Arterial & Secondary Arterial roadway

DEVELOPMENT REVIEW STAFF REPORT

STAFF ANALYSIS AND RECOMMENDATION:

1. The applicant is proposing to subdivide approximately 48.17 acres into a sixty-three (63) lot subdivision named “Gott’s Valley”.

2. The proposed extension of Danvers Road (designated as Danvers Avenue) will be a private street, located within common area. The common area will be maintained by a Homeowners’ Association, which will be established by covenants provided at the time of final platting.

3. The southern terminus of Danvers Avenue is proposed to be gated. The connection will be used for emergency access only.

4. Sinkholes located on Lots 1, 8, & 20 have a platted, 25-foot setback to prevent construction in areas where the ground is not suitable.

5. All lots meet the minimum requirements of the City’s subdivision regulations and Planned Development District No. 392.

6. If Planning and Zoning Commission approves the preliminary plat, then the plat will be forwarded to City Council for acceptance of public streets and easements. An approved preliminary plat is active for two (2) years.

7. The Land Development Code requires that each lot have adequate public facilities including but not limited to water, sanitary sewer, electricity, gas, open space, storm drainage, access to the public transportation system, and that any existing natural features such as floodplains, stream buffers and sinkholes have been identified on the preliminary plat.

8. The proposed preliminary plat was reviewed by City departments and comments are contained in ***Attachment 1.*** Conditions of Approval are provided in ***Attachment 2.*** The Preliminary Plat drawing can be found in ***Attachment 3.***

STAFF RECOMMENDATION:

1. The proposed subdivision meets all applicable requirements of the City of Springfield’s *Land Development Code* for subdivisions and is compatible with the zoning requirements of Planned Development District No. 392.

2. Staff recommends approval as submitted in the staff report.

PLANNING AND ZONING COMMISSION OPTIONS:

In reviewing a preliminary plat, the role of the Planning and Zoning Commission is to determine whether the plat meets the requirements set forth in the subdivision statutes and the Land Development Code. If the plat meets these minimum standards, approval is required.

The commission shall review the preliminary plat and supporting material, recommendations from agencies or officials, and testimony and exhibits submitted at the public hearing.

1. The commission shall approve the preliminary plat.

2. The commission shall conditionally approve the preliminary plat.

3. The commission shall disapprove the preliminary plat and state for the record which requirement or requirements of the *Land Development Code* the preliminary plat fails to meet.

PUBLIC NOTIFICATION AND COMMENTS:

The property was posted by the applicant at least 10 days prior to the public hearing.
Staff received inquiries from citizens regarding this case, but no comments were received at the time of publication.

DEVELOPMENT REVIEW STAFF REPORT

DEPARTMENT COMMENTS:

ATTACHMENT 1

1. AT&T:

   Approved.

2. CITY UTILITIES:

   Critical Comments:

   1) Elec/gas/water utilities will need to be extended to each new lot per city code and CU's extension policy.

   2) No new connections will be permitted to the existing water main along Le Compte Rd. The lots in proposed phase 1 along Camber Ave will be provided as part of the extensions from the north along Danvers Ave. Additional easement will be needed to accommodate this, to be determined as part of the design process.

   General Comments:

   1) CU has 3-phase electric, gas & water available to the property. Easements as shown appear to be adequate for typical extensions along public streets. Any additional easements needed can be provided for on the final plat.

   2) Elec/gas/water can be provided similar to what is shown, however CU engineering will determine final routing of all electric/gas/water public infrastructure. CU can begin design when CAD files/construction plans are provided.

   3) CU has an additional 16" water main planned to be extended along Le Compte Rd to support distribution capacity provided by the Division St tanks. Due to the expansion of ROW area along Le Compte, CU desires to acquire a separately dedicated easement outside the new ROW area, in the building setback area of lots ~28-38 This will be negotiated separately from the platting process of this development.

3. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING SURVEY DIVISION:

   Approved

4. DEPARTMENT OF ENVIRONMENTAL SERVICES WASTEWATER MANAGEMENT DIVISION:

   1. Public improvements required to serve each lot with gravity sewer. Sewer to be designed and constructed per city standards. The public improvements must be completed and accepted or escrowed before the plat or building permits can be approved.

2. The lots on the west side of Danvers Ave. wont have access to public sewer on the east side of the street if there is a gap between the easement and the R/W. The sewer easement should extend all the way to the R/W.

3. Lot 27 and 28 would not be able to be served by a lateral that is perpendicular to the sewer main. Recommend extending the public sewer main further south so it can serve each lot. That may require placing the manhole on one or both lots.

4. There is no public sewer shown east of Brandon Ave. along Ambrose St. that would serve lots 9 and 8. There is a public sewer easement shown but no sewer.

5. There is a $0.0147 per square foot trunkline connection fee to connect to the Pierson Creek drainage basin. This fee will be added to the engineering and inspection fees required to file the plans once approved.

5. FIRE DEPARTMENT:

Approved.

6. PARKS & GREENWAYS:

Comment 1 – Future Trail Easement / Corridor Preservation

Informational Comment – Future Trail Connectivity

The City's adopted trail, bicycle, and transportation plans identify a future east-west trail corridor in the general vicinity of this development. Ozark Greenways recommends consideration of a dedicated public trail easement along the northern portion of the site, generally adjacent to the proposed stormwater facilities, to preserve the opportunity for a future multi-use trail connection extending west toward the regional trail network and east toward future development areas.

While not requested as a condition of approval, preservation of a trail corridor at this stage would be consistent with the intent of Sec. 36-3.06(C)(3) regarding long-term connectivity, corridor continuity, and implementation of adopted transportation and greenway plans. Early dedication of an easement would help avoid future fragmentation of the corridor and reduce the need for retrofitting trail connections as the area develops.

Comment 2 – Multi-Use Path Opportunity

Informational Comment – Internal Multi-Use Path Connection

The applicant is encouraged to consider construction of an 8- to 10-foot-wide multi-use path along the north side of the development to provide a direct pedestrian and bicycle connection to existing and planned facilities in the area. A facility of this width would serve both residents and the broader community by improving access to nearby destinations and supporting the City's growing active transportation network.

The recently constructed trail improvements west of the site create an opportunity to extend connectivity through this corridor as future segments are developed.

Comment 3 – Detention Basin Activation

Informational Comment – Open Space and Detention Basin Amenities

If the proposed stormwater facilities are designed as wet detention or amenity basins, the applicant is encouraged to consider integrating walking paths, seating areas, overlooks, landscaping, and other passive recreational features around the perimeter of the basins. Incorporating these elements can enhance the usability of open space, provide recreational opportunities for residents, and create a more attractive and functional community amenity while maintaining the primary stormwater function of the facilities.

7. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION ENGINEERING RIGHT-OF-WAY DIVISION:

Approved.

8. DEPARTMENT OF PUBLIC WORKS TRANSPORTATION CONSTRUCTION INSPECTION DIVISION:

All required public improvements must be built and accepted by the City, or escrowed via the City's process. For information on escrow of public improvements, please contact Andrew Flippin (aflippin@springfieldmo.gov; 417-864-1946).

9. GREENE COUNTY HIGHWAY DEPARTMENT:

Did not respond in allotted review time.

10. MISSOURI DEPARTMENT OF TRANSPORTATION:

Approved.

11. DEPARTMENT OF PUBLIC WORKS STORMWATER ENGINEERING DIVISION:

Site Description and Drainage Pattern

	Drainage Basin	Fee in Lieu of Flood Control	Fee in Lieu of Water Quality	Stream Buffer on Site	Sinkhole or Watershed	Floodplain/Floodway
3830 E Division St	Pierson Creek	No	No	Yes	Yes	No

All chapter and section references below are to the City's Flood Control and Water Quality Protection Manual Version April 2022.

Detention and Discharge Requirements

1. Proposed Subdivision requires a public improvement project to design and construct the wetland pond stormwater control measure. The storm sewer and control measures have drainage

easements or detention easements shown on the Preliminary Plat. Common Area is shown as a drainage easement.

a. Public Improvement is designed to meet City of Springfield requirements. The wetland ponds are an approved type of stormwater control measure.

Water Quality Requirements

1. Water Quality is required for new development projects or redevelopment projects, with new or increased impervious surfacing, within the city limits of Springfield that disturb 1 acre or greater. Including projects less than 1 acre that are part of a larger common plan of development or sale that will disturb 1 or more acres over the life of the project. Chapter 10 Sec. 2.0.

2. A land disturbance permit will be required with disturbing 1 acre or greater per Chapter 4 Section 5 of the City's Flood Control and Water Quality Protection Manual.

3. Water Quality Credits are available to use in design for preserved trees and new planted trees. Landscaping and Bufferyards trees required by planning cannot be used for the water quality credits unless it is part of a SCM. Chapter 10, Section 3.1

Floodplain

N/A

Natural Channels and Stream Buffers

1. Pierson Creek Tributary is located on the property originating from the Cooper Estates outfall under Le Compte Rd. The Stream is a Category D Small Tributary with minimal 60 feet wide buffer (30 feet on both sides).

Sinkholes and Karst Features

1. The Engineer's report from Olsson Inc has identified one (1) confirmed sinkhole and two (2) possible sinkholes on the property. The Palmerton and Parrish Sinkhole Evaluation has set 25 feet buffers on the sinkhole boundaries.

    a. The confirmed Sinkhole will have a No Build Area within the boundary. Future Site plans must account for this sinkhole.

    b. The two possible sinkholes will have a buffer and need further confirmation as the project continues.

12. DEPARTMENT OF PUBLIC WORKS TRAFFIC ENGINEERING DIVISION:

Traffic Report

	Street Name	Street Classification	Jurisdiction	ROW from Centerline (ft.)		Traffic Count (vehicles per day)	On-Street Parking	Sidewalk	
				Required	Existing			Required	Existing
Street 1	Division St.	Primary Arterial	MoDOT	50	**35**	13,723	No	Yes	**No**
Street 2	Le Compte Rd.	Secondary Arterial	City	35	**20**	3,073	No	Yes	**No**

Access

All new and existing driveway approaches shall comply with the accepted Traffic Impact Study (TIS), requirements of the planned development, and current City of Springfield standards for the street classification.

Trails, Bus Stops, And Additional Information

There are no Greenway Trails near the property. There are no bus stops near the property.

Improvements

A TIS has been completed and accepted by the City. The improvements required based on the TIS are required to be submitted on Public Improvement Plans (PIP) and the improvements constructed, or funds escrowed prior to approval of a building permit. Required improvements include:

- An eastbound right-turn lane is warranted at LeCompte Rd and Division St.
- An eastbound right-turn lane is warranted at Access P1 and Division St.
- An eastbound right-turn lane is warranted at Access P2 and Division St.
- The Developer, City, and MoDOT are partnering to signalize the intersection of Division St and LeCompte Rd.

All public improvements shall be designed and constructed per City of Springfield Public Works Design Standards for Public Improvements.

DEVELOPMENT REVIEW STAFF REPORT

CONDITIONS FOR APPROVAL:

ATTACHMENT 2

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

1. All improvements shall be constructed in accordance with the "Design Standards for Public Improvements" of the Public Works Department and the maintenance and operation of such improvements shall be the responsibility of the developers unless approved by the Director of Public Works. All required sanitary sewer, street, sidewalk, and drainage plans shall be prepared in accordance with City standards and specifications and approved by the Director of Public Works.

2. All required street rights-of-way, drainage and utility easements and limitations of access shall be dedicated on the final plat.

    a. The southern terminus of Danvers Avenue is proposed to be gated. The connection will be used for emergency access only.

3. The developer shall meet all city and state erosion control regulations prior to disturbing the soil.

4. It is determined that the public interest requires assurance concerning adequate maintenance of common space areas and improvements. The restrictive covenants, rules and bylaws creating the common ownership must therefore provide that if the owners of the Property Owners Association shall fail to maintain the common areas or improvements in reasonable order and condition in accordance with the approved plans, the City may, after notice and hearing, maintain the same and assess the costs against the units or lots, per the Common Open Space and Common Improvement Regulations section of the Zoning Ordinance.

5. The developer shall be responsible for the relocation costs of any existing utility services and shall be responsible for clearing all utility easements of trees, brush, and overhanging tree limbs.

6. All other requirements which are necessary for this subdivision to be in compliance with the Subdivision Regulations.

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

PRELIMINARY PLAT

GOTT'S VALLEY

PART OF THE N½ OF THE NE¼
SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



LOCATION MAP
Sec. 15, T-29-N, R-21-W
Scale: 1"=2000'

DEED DESCRIPTION

All of the Northwest Quarter (NW¼) of the Northeast Quarter (NE¼) and the West Ten (10) Acres of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼), all in Section Fifteen (15), Township Twenty-nine (29) North, Range Twenty-one (21) West, all in Greene County, Missouri, Except any part used for Public Roadways.

BOUNDARY DESCRIPTION

A parcel of land in the North One-Half (N½) of the Northeast Quarter (NE¼) of Section 15, Township 29 North, Range 21 West, in the City of Springfield, Greene County, Missouri, being a part of the tract of land recorded in the Greene County Recorder's Office in Book 2024 at Page 010699-24 and in Book 2024 at Page 010700-24, described by David D. Drumm, PLS 2007017958 on behalf of Olsson, Inc., more particularly described as follows:

COMMENCING at the Northwest corner of said NE¼; thence S87°16'28"E, along the North line of said NE¼, a distance of 62.99 feet; thence S02°43'32"W, a distance of 36.01 feet to a point on the South right-of-way line of Division Street (State Highway YY), as it now exists, for a POINT OF BEGINNING; thence along said South right-of-way line of Division Street the following five (5) courses: 1) S87°17'49"E, a distance of 711.60 feet to an existing MoDOT right-of-way marker; 2) S81°59'10"E, a distance of 49.62 feet to an existing MoDOT right-of-way marker; 3) S87°06'32"E, a distance of 102.36 feet to an existing MoDOT right-of-way marker; 4) N87°28'34"E, a distance of 48.76 feet to an existing MoDOT right-of-way marker; 5) S87°25'02"E, a distance of 666.53 feet to an existing 5/8" iron bar (LS 1215); thence S01°08'35"W, along the East line of the West 10 acres of the NE¼ of the NE¼, a distance of 1294.36 feet to an existing 5/8" iron bar on the South line of said N½ of the NE¼; thence N87°19'51"W, along said South line, a distance of 1624.54 feet to a point on said East right-of-way line of Le Compte Road (Farm Road 185), as it now exists; thence N01°13'32"E, along said East right-of-way line, a distance of 1248.12 feet to the intersection of said East right-of-way line of Le Compte Road and the South right-of-way line of Division Street; thence N45°39'39"E, along said South right-of-way line of Division Street, a distance of 63.16 feet to the POINT OF BEGINNING. Containing 48.174 acres, more or less, and subject to any rights-of-way, easements, and restrictions of record.

INFORMATION OF FACT

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

   a) Deed of Record: Book 2024, Page 010699-24 & Book 2024, Page 010700-24
   b) Filed Maps: Bristol Park Subdivision (Plat Book AAA, Page 56)
   c) Title Search/Binder: Waco Title Company Report, File no. 2600425-118, dated March 3, 2026

2. Certified To: East Division Development, LLC, Fairfield Village Property Investors, LLC & Park Place Meridian SPE, LLC
   This is to certify that, to the best of my knowledge and belief, this map or plan is the result of a field survey performed on March 19, 2026, by me or under my direct supervision, in accordance with the rules and regulations promulgated by the "State Board of Professional Engineers and Land Surveyors". The information depicted hereon, to the best of my knowledge and belief, represents the conditions found at, and as of the date of the field survey, except such improvements or easements, if any below the surface and not visible. Accordingly the undersigned professional is not responsible for the presence of underground utilities or structures, if same are not visible or otherwise disclosed by any aforementioned data listed above.

3. This survey or plan is made for and certified to the parties named hereon for the purpose(s) stated. No other purpose is intended nor implied. The undersigned professional is neither responsible nor liable for the use of this plan beyond its intended purpose.

4. The use of the word "certify" or "certification" constitutes an expression of professional opinion regarding those facts or findings which are the undersigned professional's knowledge, information and belief, and in accordance with the commonly accepted procedure consistent with the applicable standards of practice, and does not constitute a warranty or guarantee either expressed or implied.

5. The Flood Insurance Rate Map (FIRM) from the Federal Emergency Management Agency (FEMA) Community Panel No. 29077C0352F, Effective Date September 19, 2025 shows this property is located in Zone "X" (Areas determined to be outside the 0.2% annual chance floodplain.)

6. Olsson and the surveyor of record make no guarantees that the underground utilities shown hereon comprise all such utilities in the area, either in service or abandoned. Olsson and the surveyor of record further does not warrant that the underground utilities shown are in the exact location indicated. Olsson and the surveyor of record have not physically located the underground utilities. If any underground utility locations are required, they will have to be verified by field potholing the utilities. Olsson and the surveyor of record shall not be liable for the location of or the failure to note the location of non-visible utilities. Utilities were ordered to be located per one-call ticket number 260650803, 260650804, 260650805, 260650806, 260650807, 260650809, 260651333 & 260651397. The companies listed on the ticket are ATT Distribution, Brightspeed, City Utilities Electric/Fiber/Gas/Water, City of Springfield Sewer/Traffic, Lumen, MNA-Bluebird, Mediacom & Total High Speed Internet.

CERTIFICATE OF SURVEY AND ACCURACY

Know all men by these presents:

That I, David D. Drumm, do hereby certify that this plat was prepared under my supervision from an actual survey of the land herein described, prepared by Olsson, Inc., dated June 17, 2026, and signed by David D. Drumm, PLS 2007017958, and that the monuments and lot corner pins shown herein were placed under the personal supervision of David D. Drumm, PLS 2007017958, in accordance with the standards for property boundary surveys as promulgated for the State of Missouri by the Board of Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and the Missouri Department of Agriculture.

David D. Drumm, MO PLS 2007017958
Olsson, Inc., MO LC366
ddrumm@olsson.com

06/29/2026
Date

DEVELOPMENT NOTES

Total Area:	2,098,468± sf (48.174± acres)
Total Number of Lots:	63
Smallest Lot:	Lots 22-25, 42-53: 7,000± sf (0.150± acres)
Largest Lot:	Lot 2: 628,867± sf (14.437± acres)
Preliminary Plat Submittal:	June 1, 2026
Current Zoning:	PD 392
Property Owner:	East Division Development, LLC, Fairfield Village Property Investors, LLC & Park Place Meridian SPE, LLC
Source of Title:	Book 2024, Page 010699-24 Book 2024, Page 010700-24

Minimum Building Setbacks (per zoning)

Single Family:	Villas:	Apartments:
(Lots 8-20, 29-41)	(Lots 21-28, 42-53)	(Lots 1-2)
Front: 20 feet	Front: 10 feet	Front: 15 feet
Back: 25 feet	Back: 20 feet	Back: 15 feet
Side: 5 feet	Side: 5 feet	Side: 15 feet
Side yard: 15 feet	Side yard: 10 feet	Side yard: 15 feet

Duplex:	Townhomes:
(Lots 56-63)	(Lots 3-7, 54-55)
Front: 15 feet	Front: 5 feet
Back: 20 feet	Back: 20 feet
Side: 5 feet	Side: 5 feet
Side yard: 15 feet	Side yard: 15 feet

1. Centerline bearing of street is the same as adjacent lot line.
2. All lands dedicated to public use other than streets or roads shall be owned and maintained by the Homeowner's Association or owners of all lots within the subdivision. In the event the Homeowner's Association dissolves, the responsibility and ownership will revert to the property owners within the subdivision. Homeowner's Association will be established at the time of final platting.
3. That portion of Danvers Avenue lying South of Ambrose Street is common area and classified as a private street. This common area will be maintained by the Homeowner's Association.
4. Maintenance of any areas designated as common area will be the responsibility of the Homeowner's Association.
5. Any area specified as drainage or detention easement shall be the responsibility of the owner to maintain.
6. The area shown hereon is not located in a storm sewer district as of the date of recording and may be subject to future assessment cost if included in future storm water benefit district deemed necessary resulting from problems created by surface water runoff. This is due to the fact that the surface water runoff is presently being accommodated by street and open drainage facilities.
7. Stream Buffer Areas are dedicated for the protection of stormwater runoff quality, stream preservation, and flood control. The property owner may fully use and enjoy the land within the Stream Buffer Area provided that such use is in accordance with Chapter 96 of the Springfield City Code, as amended, and the Flood Control and Water Quality Protection Manual, as amended. Maintenance, repair, and restoration, if necessary, of the Stream Buffer Area is the responsibility of the property owner and shall be conducted in accordance with the Flood Control and Water Quality Protection Manual.
8. Any existing improvements are to be removed at the time of development.
9. No fences, or structures shall be in any drainage easement, detention areas, common areas, rights-of-way and within FEMA Flood Zone A, without an approved flood development permit. No structures are to be built between the right-of-way line and building setback lines.
10. The class of property is Urban.
11. Lot corner pins are 1/2" rebar with plastic cap marked "Olsson LC 366". Permanent Monuments are 5/8" x 24" rebar with aluminum cap marked "LC 366" as denoted on sheet 2. All lot corners shall be set within 90 days after the date of the final plat recording.

Geotechnical Information Disclaimer:
The following notes or references to geotechnical reports shown hereon are provided for informational purposes only and are based on reports prepared by others. The undersigned surveyor has not verified, interpreted, or assumed responsibility for the accuracy, completeness, or applicability of such information. All geotechnical data and recommendations shall remain the responsibility of the geotechnical engineer of record.

12. No non-residential construction shall not be permitted within 25 feet of the sinkhole rim, unless special measures are approved to address structural, flooding, and water quality concerns.
13. New residential construction may be permitted within the sinkhole rim provided that it is set back a minimum of 25 feet from the sinkhole flooding area, floor elevations meet the flood elevation restrictions, and a geotechnical investigation is provided by a qualified professional engineer.
14. No public street shall be placed below an elevation of at least one foot above the sinkhole flood elevation resulting from the 100-year, 24-hour rainfall with no outlet.
15. Any sinkhole or restricted fill area identified here has been determined to be unsuitable for soil bearing foundation, and the entire structure of any building (including the floor system) constructed therein must be founded on solid rock, or as determined by the director of building development services.
16. The lowest enclosed space of any structure within or adjacent to a sinkhole flooding area shall be a minimum of five (5) feet above the flooding elevation where there is no overflow from the sinkhole from the critical flood event, or one foot above the flooding elevation determined by the overflow elevation calculated for the critical flood event, whenever the difference between the topographic rim and flooding elevation is less than five (5) feet.

LEGEND

Ex. R/W Monument (Except as Noted)	Overhead Electric
Set 1/2" Rebar w/Plastic Cap, "LC 366"	Cable/TV Line
Proposed Drainage Easement	Fiber Optic Line
Proposed Sanitary Sewer Easement	Natural Gas Line
Proposed Utility Easement	Sanitary Sewer Line
Cable Vault	Storm Sewer Line
Fiber Optic Vault	Water Line
Fire Hydrant	Barbed Wire Fence
Gas Meter	Chainlink Fence
Gas Valve	Wood Fence
Power Pole	Proposed Building Setback
Power Pole w/Light	Phase Boundary
Sanitary Manhole	Tree Line
Telephone Pedestal	Ex. Asphalt Pavement
Telephone Riser	Ex. Concrete Pavement
Tree, Coniferous	Proposed San. Sewer Esmt.
Tree, Deciduous	Proposed Utility Easement
Water Meter	
Water Valve	

LINE TABLE

#	Direction	Length
L1	S87°16'28"E	62.99'
L2	S02°43'32"W	36.01'
L3	S81°59'10"E	49.62'
L4	N87°28'34"E	48.76'
L5	N45°39'39"E	63.16'
L6	N02°40'09"E	61.51'
L7	N50°14'02"E	57.67'
L8	S88°45'58"E	34.99'
L9	S02°43'32"W	27.31'
L10	N87°13'55"W	36.00'
L11	N01°14'02"E	54.82'
L12	N87°19'51"W	10.13'
L13	N02°40'09"E	17.51'
L14	S02°40'09"W	17.51'
L15	S14°07'48"E	7.60'
L16	N01°14'02"E	9.51'
L17	N47°43'32"E	14.14'
L18	N42°16'28"W	14.14'
L19	S47°43'32"W	14.14'
L20	S42°16'28"E	14.14'
L21	S43°45'58"E	14.14'
L22	N46°14'02"E	14.14'
L23	N87°19'51"W	6.42'

CURVE TABLE

#	Radius	Length	Delta	Chord	Ch. Bearing
C1	185.50'	70.23'	21°41'34"	69.81'	N08°07'15"W
C2	174.50'	65.90'	21°38'11"	65.51'	N08°08'57"W
C3	169.50'	49.70'	16°47'57"	49.52'	N05°43'49"W
C4	180.50'	48.40'	15°21'49"	48.26'	N06°26'53"W
C5	180.50'	154.37'	49°00'00"	149.70'	N25°44'02"E
C6	169.50'	140.55'	47°30'30"	136.55'	N26°28'47"E
C7	19.00'	29.85'	90°00'00"	26.87'	S42°19'51"E
C8	19.00'	29.85'	90°00'00"	26.87'	N47°40'09"E
C9	19.00'	29.85'	90°00'00"	26.87'	S42°19'51"E
C10	19.00'	29.85'	90°00'00"	26.87'	N47°40'09"E
C11	19.00'	29.85'	90°00'00"	26.87'	S42°19'51"E
C12	19.00'	29.85'	90°00'00"	26.87'	N47°40'09"E
C13	19.00'	29.37'	88°33'53"	26.53'	S43°02'55"E
C14	19.00'	16.71'	50°22'51"	16.17'	S67°28'44"W
C15	50.00'	34.63'	39°40'51"	33.94'	S62°07'43"W
C16	50.00'	43.28'	49°35'33"	41.94'	N73°14'05"W
C17	50.00'	41.68'	47°45'33"	40.48'	N24°33'32"W
C18	50.00'	45.64'	52°17'38"	44.07'	N25°28'04"E
C19	19.00'	16.71'	50°22'51"	16.17'	N26°25'27"E
C20	19.00'	29.85'	90°00'00"	26.87'	N43°45'58"W
C21	19.00'	29.85'	90°00'00"	26.87'	N46°14'02"E
C22	60.00'	4.99'	4°45'40"	4.98'	S04°50'54"W
C23	60.00'	37.40'	35°42'48"	36.80'	N25°05'08"E
C24	60.00'	41.75'	39°51'50"	40.91'	N62°52'27"E
C25	60.00'	67.96'	64°53'34"	64.38'	S64°44'51"E
C26	60.00'	92.71'	88°32'00"	83.76'	S11°57'56"W
C27	60.00'	273.92'	261°34'31"	90.86'	N46°44'41"W
C28	20.00'	28.91'	82°48'33"	26.45'	N42°38'18"E
C29	205.50'	36.46'	10°09'54"	36.41'	N09°02'50"W
C30	205.50'	18.65'	5°11'55"	18.64'	N01°21'56"W
C31	205.50'	21.05'	5°52'12"	21.04'	N47°17'56"E

OWNER
East Division Development, LLC,
Fairfield Village Property Investors, LLC
& Park Place Meridian SPE, LLC
331 Soquel Avenue, Suite 100
Santa Cruz, CA 95062

PREPARED BY
Olsson, Inc.
550 St. Louis Street
Springfield, MO 65806

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
www.mo1call.com

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550 East St. Louis Street
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olsson.com
TEL 417.890.8802
FAX 417.890.8805
Olsson - Survey
Missouri COA #000366

STATE OF MISSOURI
DAVID D. DRUMM
NUMBER PLS-2007017958
06-29-2026
PROFESSIONAL LAND SURVEYOR

REVISIONS

REV. NO.	DATE	REVISIONS DESCRIPTION	BY
2	06.17.2026	Revised per City of Springfield Comments	CDA
	06.26.2026	Revised per Additional City of Springfield Comments	CDA

PRELIMINARY PLAT
GOTT'S VALLEY

PART OF THE N½, NE¼, SECTION 15, TOWNSHIP 29N, RANGE 21W
SPRINGFIELD, GREENE COUNTY, MISSOURI

2026

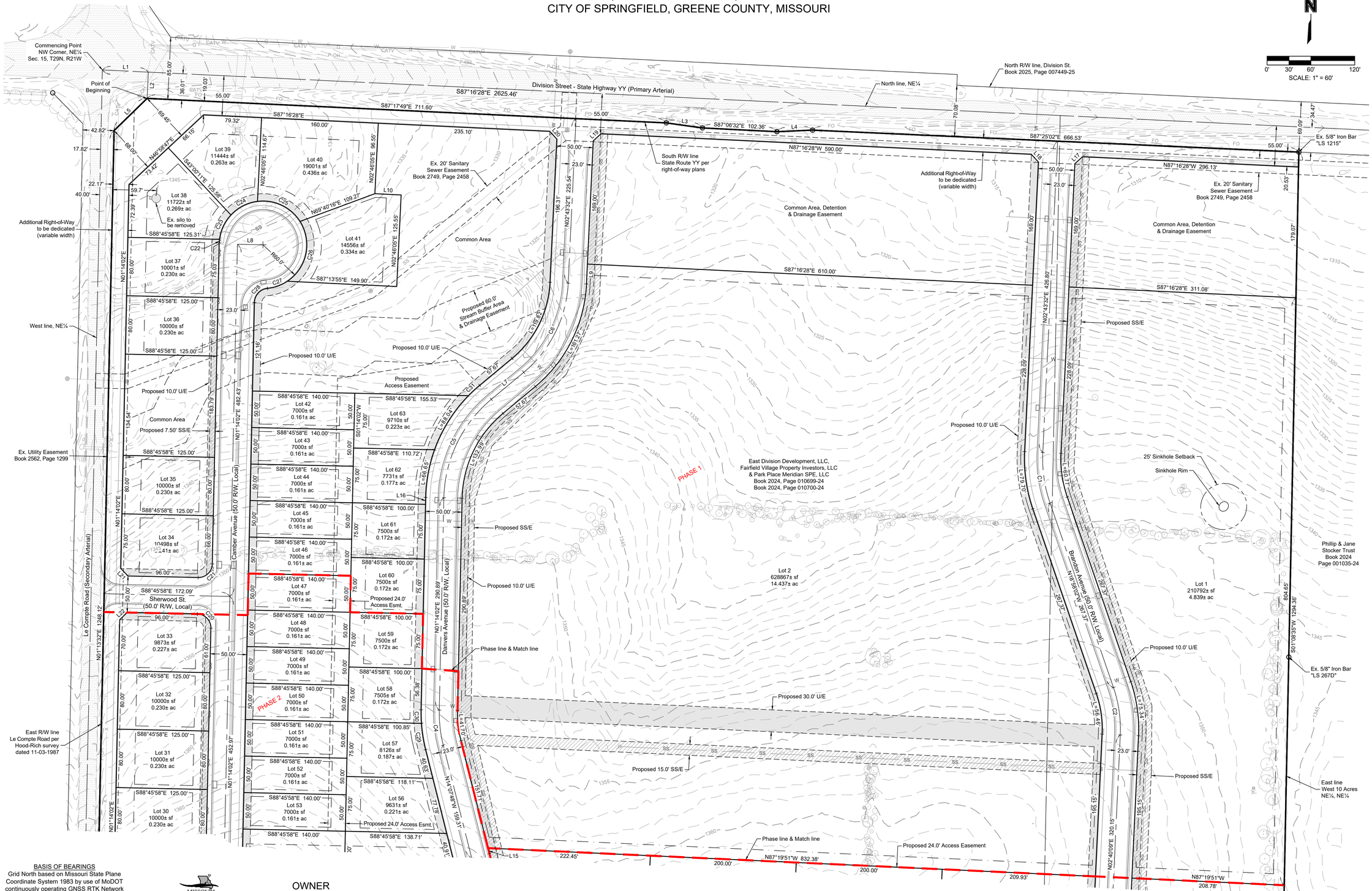
drawn by: CDA
surveyed by: SVY
checked by: DDD
approved by: DDD
project no.: 025-01404
drawing no.: V_PPLT_02501404
date: 05.28.2026

SHEET
1 of 3

PRELIMINARY PLAT

GOTT'S VALLEY

PART OF THE N½ OF THE NE¼
SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
Grid North based on Missouri State Plane Coordinate System 1983 by use of MoDOT continuously operating GNSS RTK Network Central Zone

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

MISSOURI ONE CALL SYSTEM
1-800-DIG-RITE OR 811
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OWNER

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PRELIMINARY PLAT
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PART OF THE N½, NE¼, SECTION 15, TOWNSHIP 29N, RANGE 21W
SPRINGFIELD, GREENE COUNTY, MISSOURI

2026

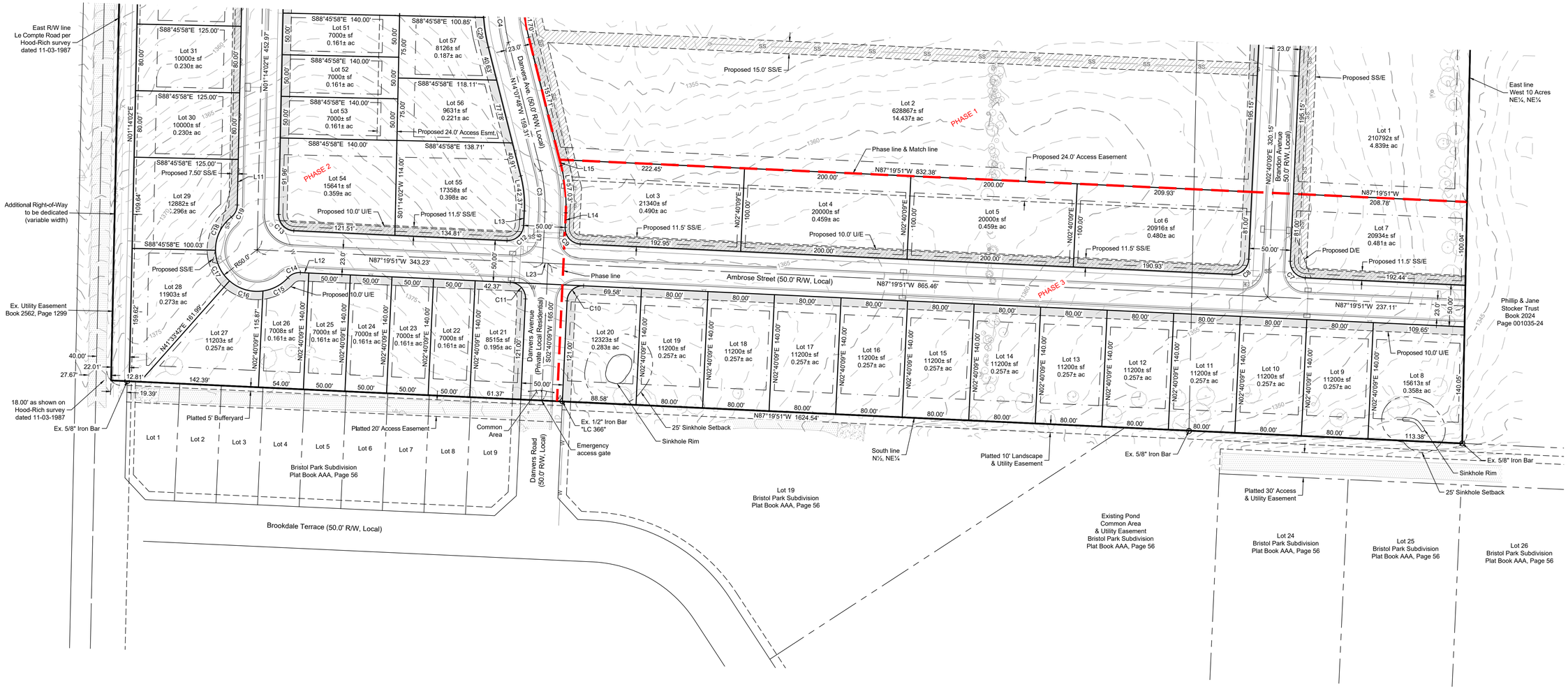
drawn by:	CDA
surveyed by:	SVY
checked by:	DDD
approved by:	DDD
project no.:	025-01404
drawing no.:	V_PPLT_02501404
date:	05.28.2026

SHEET
2 of 3

PRELIMINARY PLAT

GOTT'S VALLEY

PART OF THE N½ OF THE NE¼
SECTION 15, TOWNSHIP 29 NORTH, RANGE 21 WEST
CITY OF SPRINGFIELD, GREENE COUNTY, MISSOURI



BASIS OF BEARINGS
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STATE OF MISSOURI
DAVID D. DRUMM NUMBER PLS-2007017958
06-29-2026
PROFESSIONAL LAND SURVEYOR

REVISIONS

REV NO	DATE	REVISIONS DESCRIPTION	BY
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PRELIMINARY PLAT
GOTT'S VALLEY

PART OF THE N½, NE¼, SECTION 15, TOWNSHIP 29N, RANGE 21W
SPRINGFIELD, GREENE COUNTY, MISSOURI

2026

drawn by:	CDA
surveyed by:	SVY
checked by:	DDD
approved by:	DDD
project no.:	025-01404
drawing no.:	V_PPLT_02501404
date:	05.28.2026

SHEET
3 of 3

EXPLANATION TO COUNCIL BILL 2026-180 (LEE)

FILED: 07/20/2026

ORIGINATING DEPARTMENT: Economic Vitality

TITLE: A resolution confirming the Mayor's appointment of Dr. Edward Walton and Stephanie Anderson to the Tax Increment Financing Advisory Commission; and acknowledging the appointments of John Russell made by Greene County and Dr. Tyler Overstreet made by the Republic R-3 School District.

PURPOSE: To approve the Mayor's appointment of two members to the Tax Increment Financing Advisory Commission and acknowledge the appointments made by other taxing districts.

BACKGROUND INFORMATION: Section 2-241 of the Springfield City Code establishes the Tax Increment Financing Advisory Commission, which shall be governed by an eleven-member board in accordance with State law. The Mayor appoints six of the eleven members with the consent of the City Council. Of the six, one of the members appointed by the Mayor shall be a member of the City Council, one shall be from the Springfield-Greene County Library Board, and the remaining four members shall be from the public at large. The other five members of the Commission are appointed by Greene County (2), the affected school board (2), and the other affected taxing districts (1).

The Mayoral appointees serve four-year terms, which are staggered based on the expiration date of the former Commission members' terms. The other appointments may be made for a specific term or for a period to coincide with the Commission's consideration of a specific redevelopment plan or project.
The Mayor's appointments to the TIF Commission are as follows:

Name	Representation	Term
Dr. Edward Walton	Springfield-Greene Co. Library Board	5/31/2029
Stephanie Anderson	At Large	5/31/2029

The appointments made by Greene County and the affected school board are as follows:

Appointing Body	Name	Term
Greene County	John Russell	5/31/2030
Republic R-3 School District	Dr. Tyler Overstreet	5/31/2030

REMARKS: Passage of this Resolution will approve the Mayor's appointments and acknowledge those appointments made by Greene County and the affected school board. Staff recommends approval.

Submitted By: Matthew Schaefer, Assistant Director of Economic Vitality and Workforce Development

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments: 1. TIF Commission Appointments August 2026

One-rdg. X
P. Hrngs. _____
Pgs. 4
Filed 08-04-26

Sponsored by Lee

COUNCIL BILL 2026-180 RESOLUTION _____

A RESOLUTION

CONFIRMING the Mayor's appointment of Dr. Edward Walton and Stephanie Anderson to the Tax Increment Financing Advisory Commission; and acknowledging the appointments of John Russell made by Greene County and Dr. Tyler Overstreet made by the Republic R-3 School District.

WHEREAS, Section 2-241 of the Springfield City Code establishes the Tax Increment Financing ("TIF") Advisory Commission, which shall be governed by an eleven (11) member board in accordance with state law; and

WHEREAS, state law requires that the Mayor appoint six (6) of the eleven (11) members with the consent of the City Council, while the remaining five (5) members of the Commission are appointed as follows: two (2) by Greene County, two (2) by the affected school board, and one (1) by the other affected taxing districts; and

WHEREAS, the Mayoral appointees serve four (4) year terms, with the terms staggered based on the expiration of former Commissioners' terms, while the other appointments may be made either for a specific term or for a period to coincide with the Commission's consideration of a specific redevelopment plan or project; and

WHEREAS, there is currently a need for the Mayor to appoint two (2) individuals to the TIF Advisory Commission; and

WHEREAS, the Mayor has appointed Dr. Edward Walton as the representative from the Springfield-Greene County Library Board, and Stephanie Anderson as an at-large member; and

WHEREAS, Greene County has appointed John Russell to the TIF Advisory Commission; and

WHEREAS, the Republic R-3 School District Board of Education has appointed Dr. Tyler Overstreet to the TIF Advisory Commission for projects located within the Republic R-3 School District.

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

Section 1 – The Mayor hereby appoints, and City Council confirms the appointment of, Dr. Edward Walton to the TIF Advisory Commission as the representative from the Springfield-Greene County Library Board, with said term to expire on May 31, 2029.

Section 2 – The Mayor hereby appoints, and City Council confirms the appointment of, Stephanie Anderson to the TIF Advisory Commission as an at-large member, with said term to expire on May 31, 2029.

Section 3 – City Council hereby acknowledges Greene County's appointment of John Russell to the TIF Advisory Commission, with said term to expire on May 31, 2030.

Section 4 – City Council hereby acknowledges Republic R-3 School District's reappointment of Dr. Tyler Overstreet to the TIF Advisory Commission, with his term to expire on May 31, 2030.

Section 5 – This Resolution shall be effective immediately upon adoption.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Resolution _____

Approved as to form: Laura Vales, Assistant City Attorney

Approved for Council action: _____, City Manager

EXPLANATION TO COUNCIL BILL 2026-181 (HOSMER)

FILED: 07/22/2026

ORIGINATING DEPARTMENT: Public Works

TITLE: A special ordinance authorizing the City Manager, or designee, to accept grant funds in the amount of $38,200, from a Section 402 State and Community Highway Safety Grant through the Missouri Department of Transportation, to support the City's current pedestrian safety education program known as "SGF Yields" and to enter into a, "SafeAcross" Program Agreement; amending the budget of the Department of Public Works for Fiscal Year 2026-2027 in the amount of $38,200 upon award of the grant; and declaring that this Ordinance qualifies as a one-reading bill pursuant to Section 2.16(25) of the City Charter.

PURPOSE:

A special ordinance authorizing the City Manager, or designee, to accept a Section 402 State and Community Highway Safety Grant in the amount of $38,200 from the Missouri Department of Transportation, to continue supporting the pedestrian safety campaign SGF Yields' shareable version, SafeAcross, amending the budget of the Department of Public Works for Fiscal Year 2026-27 in the amount of $38,200 upon award of the grant, and declaring that this bill qualifies as a one-reading bill.

BACKGROUND INFORMATION:

Springfield's Pedestrian Safety Campaign, SGF Yields, has measuredly achieved high rates of driver compliance at crosswalks in Springfield, drawing the attention of other communities. In 2021 and 2022, the Missouri Department of Transportation funded production of a shareable version of SGF Yields, called SafeAcross. The program is now available to other communities to increase pedestrian safety and awareness. This grant would reimburse the City for time spent managing and growing the SafeAcross program and local pedestrian safety education.

Supports the following City Council Priorities:

- Public Safety Transformation

REMARKS: Public Works recommends approval of this Council bill and budget adjustment.

Submitted By: Brett Foster, Assistant Director of Public Works

Authorized for inclusion on the agenda pursuant to City Code section 2-33:
Maurice Jones, Deputy City Manager 08/05/2026

Attachments:

1. SGF Yields SafeAcross Grant 2026-27_Ord
2. SGF Yields Safe Accross Grant 2026-27_Exh1_MoDOT Application
3. SGF Yields Safe Accross Grant 2026-27_Exh2_MoDOT Letter
4. SGF Yields Safe Accross Grant 2026-27_Exh3_Contract
5. SGF Yields Safe Accross Grant 2026-27_Exh4_BA

One-rdg. X
P. Hrngs. _____
Pgs. 45
Filed: 08-04-26

Sponsored by: Hosmer

First Reading: _____ Second Reading: _____

COUNCIL BILL 2026-181 SPECIAL ORDINANCE _____

AN ORDINANCE

AUTHORIZING the City Manager, or designee, to accept grant funds in the amount of $38,200, from a Section 402 State and Community Highway Safety Grant through the Missouri Department of Transportation, to support the City's current pedestrian safety education program known as "SGF Yields" and to enter into a, "SafeAcross" Program Agreement; amending the budget of the Department of Public Works for Fiscal Year 2026-2027 in the amount of $38,200 upon award of the grant; and declaring that this Ordinance qualifies as a one-reading bill pursuant to Section 2.16(25) of the City Charter.

_____

WHEREAS, the City's "SGF Yields" pedestrian safety education program is designed to raise awareness among pedestrians and motorists regarding crosswalks and crossing safety; and

WHEREAS, the Section 402 State and Community Highway Safety Grant from the Missouri Department of Transportation would allow the Department of Public Works to continue funding the SGF Yields program; and

WHEREAS, the City applied for the Missouri Department of Transportation grant, as shown in "Exhibit 1," attached hereto and incorporated herein by this reference, pursuant to City Code Section 2-11, as less than 60 days' notice of the application deadline was given, and was awarded $38,200.

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

Section 1 – The City Manager, or designee, is authorized to accept a grant from the Missouri Department of Transportation in the amount of $38,200 to fund the SGF Yields Program, and to do all things necessary to receive and disburse such funds, including entering into a SafeAcross Program Agreement, said agreement to be in substantial conformity with "Exhibit 3," which is attached hereto and incorporated herein by this reference.

Section 2 – City Council hereby authorizes the amendment of the budget of the Department of Public Works upon the awarding of grant funds for Fiscal Year 2026-2027 in the accounts and in the amounts shown on Budget Adjustment No. 0008, a copy of which is attached hereto and incorporated herein by reference as “Exhibit 4.”

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

Section 4 – The City Manager, or designee, is directed to cause the appropriate accounting entries to be made in the books and records of the City.

Section 5 – City Council hereby finds and declares this Ordinance relates to the acceptance of a grant from a state or federal agency and pursuant to Section 2.16(25) of the City Charter, this Ordinance may be passed in one reading. Therefore, this Ordinance shall be in full force and effect from and after passage.

Passed at meeting: _____

_____
Mayor

Attest: _____, City Clerk

Filed as Ordinance: _____

Approved as to form: _____, Assistant City Attorney

Approved for Council action: _____, City Manager

Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102

Highway Safety and Traffic Division
GENERAL APPLICATION
October 01, 2026 through September 30, 2027

(Application due by March 01, 2026)

Agency:	City of Springfield - Public Works	**Agency ORI#:**	
Address:	840 Boonville Avenue	**Federal Tax ID#:**	44-6000268
	P.O. Box 8368	**UEI:**	EJ3WQHLQBMG5
City:	Springfield	**State:** MO	**Zip:** 65802
County:	Greene		
Phone:	417-864-1902	**Fax:**	417-864-1929
Contact:	Ms. Mandy Buettgen-Quinn	**Email:**	mbuettgen@springfieldmo.gov
Jurisdiction:	Urban	**Jurisdiction Population:**	0

Targeted Population: Vulnerable Roadway Users

Project activity for which your agency is requesting funding:

Non-Motorized Safety

Project Title: SafeAcross

Requested Amount: $45,700.00

Brief Description: Continuation and sustainability plans

Brett Foster
Authorizing Official

Authorizing Official Signature

Assistant Director of Public Works
Authorizing Official Title

EXECUTIVE SUMMARY

The SafeAcross pedestrian safety program has shown to measurably increase pedestrian safety in crosswalks and it is increasingly gaining popularity. Multiple new communities are actively working to roll this program out to address pedestrian safety concerns on their roadways, including Kansas City. The City of Springfield is currently still managing the expansion, however, we are strapped for staff time to help facilitate this welcome, but challenging growth. Therefore, this grant application seeks to not only maintain our current level of funding, but is asking for an outside consultant to come in and develop a sustainable program that allows growth and continuation of the program.

PROBLEM IDENTIFICATION

The 2023's NHTSA's annual Traffic Facts Annual Report ranked cities with populations over 150,000 by fatality rate (per 100,000 inhabitants). Out of the 172 cities, Springfield, MO ranked as 14th worst with a crash rate of 19.39, placing us in the top 10%. Our most recent annual crash report.

Our most recent annual Crash Report and our vision zero action plan "Safer Streets SGF" have identified behavior - human error - to cause the vast majority of our crashes. That is why our Public Works Department is working to focus more on behavioral interventions. And our pedestrian safety program SGF Yields is one important piece of that. This group is overrepresented among the severe and life altering traffic crashes.

The City of Springfield has developed a program mirroring the elements and principals of the Safe System Approach. The "SGF Yields" program measurably increases driver compliance at crosswalks and has increased pedestrian safety through education, engineering, enforcement and policy changes. Through funding in the 2022 fiscal year, our City team has developed a sharable version of the "SGF Yields" program, named "SafeAcross" (www.safeacross.com). It offers other communities a detailed guide on how to set up the program, how to conduct compliance studies and communicate safety messages to the public. The SafeAcross toolkit also includes many optional endeavors, ranging from elementary school lesson plans, to special events for the Pedestrian Safety Month (October), crosswalk enforcement and much more. We have received a follow up grant through the 2026 fiscal year to help the City of Springfield expand, promote and manage SafeAcross. Any interested communities require guidance and some minimum prerequisites need to be met to assure the program remains effective and popular. Last year, we welcomed our first SafeAcross host community, the city of Jackson, MO. Currently, we are working with the Mid American Regional Council, Kansas City Missouri, Cassville as they actively work towards rolling out SafeAcross in their community. There are also multiple other interested communities at varying stages of engagement. The program is growing.

While we are excited about the growth of our life-saving program, we are concerned about sustainability. For Springfield, as a local government, we are already tight on staff time to keep SGF Yields program going, much less growing SafeAcross program with increasing members.

Since the program is very comprehensive, it requires a good amount of management. Initially, most communities will need step by step assistance in order to not be overwhelmed. For example, placement of Mr. Walker Statues should be reviewed to assure they don't create a sight obstruction that could lead to a pedestrian crash or block an accessible path. Promotion and messaging is crucial for the program and we have found it takes a lot of time to keep communities on track. We are at a place where we need outside help to allow SafeAcross to grow.
Another part of our effort strives that has been funded through this grant focuses on reducing pedestrian fatalities among the low-income and unsheltered populations that are not easily reached by the standard means of communication.

Our data shows that many of our local pedestrian fatalities involve unhomed or low-income residents, often crossing mid-block during the nighttime. This group is not easily by a conventional media outreach. The SGF Yields Coalition Group has developed the "Use your WITS" program to bring safety conversations and education to the where the people are at, at food pantries and other nonprofit service providers. We have developed an educational video and WITS materials to help increase awareness and decrease severe traffic crashes.

This application intends to secure funding for the continued support and growth of the program, but also to hire a consultant to help solve the sustainability issue. A solution could be to find an existing nonprofit that is willing to run with the program or potentially draw in an engineering consultant to run the program at a cost, or, to hire a consultant to market and conduct training for third party consultant firms to get certified as a SafeAcross provider. Then, those consultants would be in charge of promoting the program as a service, thereby help with facilitation of compliance studies, statue placement and all the labor-intensive portions of the program. The downside is that it may become a more costly and less accessible program for small communities with a smaller budget. Therefore, careful consideration must be given!

The City of Springfield will need financial assistance to sustain SafeAcross:

1. Promote the program at conferences, meetings and other means.
2. Continue to improve, expand on and maintain existing resources
3. Give guidance, provide support, training and some oversight for agencies that join the effort
4. Start a group for involved agencies that meets quarterly to discuss their efforts, share ideas and concerns.
5. Monitor for "copy cats" and work to bring them onboard for the full program or at least provide guidance to avoid negative outcomes (there are a number of "spin offs" out there already)

6. Maintain the website and social media sites.
7. As in previous years, the City would also like to be able to contract out certain local SGF Yields efforts to consultants as needed. This would free up time for our staff to work on SafeAcross. That offset staff time would not be charged, but the consultant's time would. This trade enables our city to serve other communities.

8. New this year: We would like to hire a business consulting and/or marketing firm that can provide us with potential models of how SafeAcross can grow, be sustainable from the City's and MoDOT's perspective.

The City of Springfield continues to need help to provide programming as part of the WITS outreach. We feel that this specific public engagement is needed, but goes well beyond what city transportation professionals can do as part of their normal duties:

1. Foster a relationship and support WITS sessions with local non-profits to bring traffic safety education to our low-income and unsheltered population.
2. Provide education print pieces or other media, designed for the at-risk group
3. Produce awareness materials and purchase display space (bus shelters etc).

PROJECT DESCRIPTION

While we desire to share our program to increase crosswalk safety nationwide, the City of Springfield is taxpayer funded and therefore we cannot spend time and money on efforts that do not directly benefit our citizens.

With outside funding, Springfield Public Works and the Public Information Office would be able to spend time on promoting and managing SafeAcross, as well as actively engage with the population that is at highest risk for being fatally struck by a car. These efforts have shown to increase driver compliance and we have learned from citizens that walking has become safer and more enjoyable. We wish to share this success with other communities so that they can flourish, by reducing the loss of life or quality of life in traffic crashes.

Our staff will continue to develop partnerships with local non-profits so they will work with us to provide the educational program to their customers who are statistically at highest rest of being fatally injured.

By hiring a consultant, the City has a chance to transfer knowledge, gain knowledge and form a plan as the program gets too expansive for our staff. This could take various forms, for the consultant stepping in to facilitate the program, to finding another owner or creating a program for third party consultants to offer SafeAcross as a service, and provide the onboarding training for such effort.

We continue to share our program at conferences and expand on our resources as we learn about new innovations in injury prevention. Since there are multiple communities onboarding at this time, we would like to be sure there is enough travel budget to offer the needed support.

By contracting out existing SGF Yields efforts, it would free up time to work on the expansion with other communities.

There is no completion date for this program, as SafeAcross is an ongoing effort.

1. Staff or consultant hours
   Estimated 180 hours (1hr/day @ $70)
   $ 12,600

2. Travel for promotion or aid and training
   Salary, transport, meals, rooms, registration fees
   $ 12,000

3. SA resources and promotion development
   Prints, media production, ads
   $ 2,000

4. WITS resources, promo
   Prints, ads, update ads, etc.
   $ 500

5. Maintenance cost
   Website related fees, etc.
   $ 1,000

6. Sustainability Planning Consulting
   Estimated at $220/hr for 80 hours
   $17,600

Total:
$ 45,700

SUPPLEMENTAL INFORMATION

	Question	Answer
1	Does your agency have and enforce a safety belt use policy?	Yes
2	If NO, please explain.	
3	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
4	If NO, please explain.	
5	What is your organization type?	Local Agency: Non-Law Enforcement
6	If answered OTHER, please explain.	
7	Will this project have an impact statewide, regionally, or locally?	
	Locally and but at various locations across the state. County level is also possible.	
8	What target group will this project impact (e.g. young, older, impaired)?	
	Pedestrians and drivers, low-income populations and also children.	
9	What age group does your project focus on?	
	all ages	
10	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
11	If NO, please explain.	
12	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
13	If YES, please explain.	
14	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
15	If YES, please explain.	
16	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
17	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	We have been planning to create more PSAs or Reels but have had staffing issues.	
18	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No

19 Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year? No

20 If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).

21 Does this project employ proven best practices or would it be considered a pilot project?

Proven best practices (Safer System Approach) but also is piloting with new communities

22 Is training going to be provided as part of this contract? Yes

23 If Yes, enter types of training courses that will be provided and the estimated number of each course.

Crosswalk compliance studies and other SafeAcross related instruction/support.

24 Will this project generate program income (such as through registration fees, donations, fees charged for services, etc? Yes

25 If YES, what system do you have in place to track the program income to ensure it remains within the project.

This could be an option. Possibly there could fee for consultants to get certified as SafeAcross providers and this fee could go back to the funds that MoDOT uses to support new SafeAcross members.

26 What is the location of your project (City, County, or Counties)?

Springfield, Jackson, Kansas City in Missouri

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract
5. Accomplishing the Objectives established to meet the project Goals, such as:
- Programs (number and success of programs held compared to planned programs, evaluations if available)
- Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
- Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort ; documentation of equipment use and frequency of use)
- Public awareness activities (media releases, promotion events, or education materials produced or purchased)
- Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

The expansion project would be deemed successful if the before mentioned communities follow through SafeAcross program and new ones start to engage. While they may not see an increase of compliance in the first year, eventually we would want them to show an increase crosswalk safety through education, engineering, policy and potentially enforcement.

Another success marker would be to create and roll out a sustainable model for SafeAcross that allows continued growth of the program.

The pedestrian education piece for the at-risk residents would be considered successful if members of this group were exposed to safety talks where they learn about the risk and potential consequences of dangerous mid-block crossings. Ideally, such talks would lead to small modifications in behavior, but at least, we would expect increased alertness while crossing, with the ultimate goal to reduce pedestrian fatalities!

Any reduction in severe crashes involving pedestrians is a success. Our program has been achieving this trend, even though there are some outliers.

ADDITIONAL FUNDING SOURCES

There are no additional funding sources for SafeAcross.

SGF Yields (the local version) is supported by MoDOT Highway Safety Grants.

MoDOT has been providing $15,000 per year to help other MO communities roll out SafeAcross. Given the current interest level of Cassville, Webster Groves, KC MO and others, it may be worth considering an increase.

Category	Item	Description	Quantity	Unit Cost	Total	Match	Total Requested
Conf/Trainings Attended							
	Lifesavers	Travel to conferences for promotion and development, travel to communities wish to learn about or roll out SafeAcross. That would include Salary, Transport, Meals, Lodging, Registration Fees.	1	$12,000.00	$12,000.00	$0.00	**$12,000.00**
					$12,000.00	**$0.00**	**$12,000.00**
Consultant Services							
	Production Support	Staff and consultant hours to support SafeAcross and offset time on SGF Yields (so that city staff can focus on SafeAcross)	1	$12,600.00	$12,600.00	$0.00	**$12,600.00**
	Production Support	Business or Marketing Consulting Firm to provide (and if funding allows, implement) a sustainable model of SafeAcross to accommodate current and future growth.	1	$17,600.00	$17,600.00	$0.00	**$17,600.00**
					$30,200.00	**$0.00**	**$30,200.00**
Educational Materials							
	Print Materials	SafeAcross: Prints, media, production and new development as well as updates on existing materials and webiste.	1	$2,000.00	$2,000.00	$0.00	**$2,000.00**
	Print Materials	WITS: Print, Advertisement (updates needed)	1	$500.00	$500.00	$0.00	**$500.00**

					$2,500.00	**$0.00**	**$2,500.00**
Operational Expenses and Supplies							
	Fees	Website related fees	1	$1,000.00	$1,000.00	$0.00	**$1,000.00**
					$1,000.00	**$0.00**	**$1,000.00**
				Total Contract	**$45,700.00**	**$0.00**	**$45,700.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
IMAGE	JPG JIF or PNG	PXL_20250828_154331231.jpg	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_154331231.jpg	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_154519663.jpg	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_135058011.jpg	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250426_131515278.jpg	02/24/2026
IMAGE	JPG JIF or PNG	Jxn Traffic Guide 1 pg 2.jpg	02/24/2026
IMAGE	JPG JIF or PNG	ShelterAd_105158.jpg	02/24/2026
IMAGE	JPG JIF or PNG	1 - Michael - m.jpg	02/24/2026

MoDOT

Highway Safety and Traffic

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

July 02, 2026

Ms. Mandy Buettgen-Quinn
City of Springfield - Public Works
840 Boonville Avenue
P.O. Box 8368
Springfield, MO 65802

Dear Ms. Buettgen-Quinn:

This will serve as formal notification that the Highway Safety and Traffic Division has completed its review of grant applications for the program year 10/1/2026 through 9/30/2027.

The following project(s) has been approved:

Grant Title	Requested	Approved
SafeAcross	$50,700.00	$38,200.00

Please refrain from publicizing your grant award until the fully executed contract has been signed and the copy returned to your agency.

The Highway Safety and Traffic Division will conduct contract meetings with all subrecipients to discuss contracts and explain the terms and conditions. A brief demonstration of the contract signing and voucher submission process will also be presented at the meeting. We highly recommend registering for one of the meetings so that your Project Director(s) and Authorizing Official are aware of the contract details. You only need to attend one meeting. If you cannot attend one of the meetings, you will need to contact your Highway Safety Program Manager for details on your contract. The Highway Safety and Traffic Division will not mail the contract(s) to your agency.

If you have any questions, contact the Highway Safety and Traffic Division at 573-751-4161 or 1-800-800-2358.

Sincerely,

Joseph Jones
Asst. to State Highway Safety Traffic Engineer

CONTRACT

Form HS-1 **Revision Reason:** Other **Version:** 2 06/22/2026

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Name of Grantee
City of Springfield - Public Works

Grantee County
Greene

Grantee Address
840 Boonville Avenue
P.O. Box 8368
Springfield, MO 65802

Telephone	Fax
417-864-1902	417-864-1929

Contract Period
Effective: 10/01/2026
Through: 09/30/2027

Project Title: SafeAcross
Project Number: 27-PS-02-002
Project Category: Pedestrian/Bicycle Safety
Program Area: State and Community Programs
Funding Source: 402 / 20.600

Type of Project: Initial
Started: 10/01/2026

Federal Funds Benefiting

State:	
Local:	$38,200.00
Total:	$38,200.00

Source of Funds

Federal:	$38,200.00
State:	
Local:	$0.00
Total:	$38,200.00

Prepared By
Hinkson, Lillian

Subrecipient Authorizing Official **Date**

Subrecipient Project Director **Date**

MHTC Authorizing Official **Date**

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of $38,200.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State and each subrecipient will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 25024, Pub. L. 117-58
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT AND SOFTWARE

A. PROCUREMENT: Subrecipient's may adhere to its own procurement regulations and procedures which reflect applicable state/local laws, rules, and regulations provided such regulations and procedures adhere to the following State's procurement regulations and procedures:

1. Have a process in place to ensure that contracts are not awarded to contractors or individuals on a federal and/or state debarment list.
2. All procurement transactions whether negotiated or competitively bid and without regard to dollar value shall be conducted in a manner so as to provide maximum open and free competition.
3. All quotations and the rationale behind the selection of a source of supply must be retained, attached to the purchase order copy (as applicable), and placed in the accounting files.
4. Purchases to a single vendor estimated to total less than $10,000 may be purchased with prudence on the open market.
5. Purchases to a single vendor estimated to total $10,000 or more but less than $100,000 must be competitively bid, or purchased through use of a state cooperative procurement, but need not be solicited by mail or advertisement.
6. Purchases to a single vendor estimated to total $100,000 or more must:
    1. be advertised for bid in at least two daily newspapers of general circulation in such places as are most likely to reach prospective bidders (and may advertise in at least two weekly minority newspapers and may provide such information through an electronic medium available to the general public) at least five days before bids for such purchases are to be opened;
    2. post a notice of the proposed purchase in a public area of the Subrecipient's office ; and
    3. solicit bids by mail or other reasonable methods generally available to the public from prospective suppliers.
7. Give preference, as appropriate, to all firms, corporations, or individuals doing business as Missouri firms, corporations, or individuals, or which maintain Missouri offices or places of business, when the quality of performance promised is equal or better and the price quoted is the same or less.
8. Make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services, and that all necessary affirmative steps are taken to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible (2 CFR PART 200.321)
9. Subrecipients will make every effort to purchase equipment as early in the fiscal year as possible . Equipment purchased late in the fiscal year risks not being reimbursed unless extenuating circumstances are encountered (i.e. supply chain shortages).

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a value of $10,000 or more. The MHTC will notify the subrecipient when an item of original cost of $10,000 or more (and tracked by the MHTC as inventory) is no longer being tracked and may be disposed of. Subrecipient must keep and maintain equipment until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength .

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official . Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Subrecipient should report monthly, or at least quarterly, to MHTC using the online Grant Management System. For projects where salaried positions are awarded, claim voucher and activity reports must be submitted *monthly*. Subrecipient must ensure complete, accurate and final voucher and supporting documentation is received by the MHTC no later than November 15, which is after the end of the Federal fiscal year for which the final voucher pertains. Final payment is contingent upon receipt of the complete, accurate and final voucher.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends $1,000,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. A copy of the Audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. A subrecipient that expends less than $1,000,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to FSRS.gov for each sub-grant awarded:

A. Name of the entity receiving the award;

B. Amount of the award;

C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;

D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

E. Unique entity identifier (generated by *SAM.gov*);

F. The names and total compensation of the five most highly compensated officers of the entity if :

A. the entity in the preceding fiscal year received-

a. 80 percent or more of its annual gross revenues in Federal awards;

b. $25,000,000 or more in annual gross revenues from Federal awards; and

B. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof , at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient or its subcontractor under the provisions of this contract, if an award no longer effectuates the program goals or MHTC priorities . The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof , at least thirty (30) days before such date, and in the case of partial termination the portion of the award to be terminated.

VIII. NONDISCRIMINATION

(**Applies to subrecipients as well as States)**

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies** Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.),* **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.),* (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

A. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

B. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

C. The Recipient will insert the clauses of appendix A and E of DOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

D. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

E. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

F. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

G. That the Recipient will include the clauses set forth in appendix C and appendix D of DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

1. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

2. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

H. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

1. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

2. the period during which the Recipient retains ownership or possession of the property.

I. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

J. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers

2. Crash Reporting Chapter 43.250 RSMo - Law enforcement officers to file all crash reports with Missouri State Highway Patrol (MSHP).

3. Uniform Crime Reporting Chapter 43.505 RSMo - Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.

4. Racial Profiling Chapter 590.650 RSMo - Law enforcement agency to file a report to the Attorney General each calendar year.

5. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201.

6. Chief of Police training course (Chapter 590.033 RSMo) - All police chiefs appointed after August 28, 2023 shall attend a police training course within six months of appointment.

X. PRODUCTION & DEVELOPMENT COSTS

Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to, print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION

Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the MHTC, and the MoDOT and its employees, as additional named insured's in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

C. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Subrecipient's performance of its obligations under this Agreement.

XII. **AMENDMENTS** The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered and/or the intended scope of the project does not change. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written or email request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC. All final modification requests must be submitted no later than September 30 of the project fiscal year.

XIII. **MHTC REPRESENTATIVE** The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. **ASSIGNMENT** The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

XV. **LAWS OF MISSOURI TO GOVERN** This Agreement shall be construed according to the laws of the State of Missouri. The Subrecipient shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

XVI. **VENUE** It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

XVII. **SECTION HEADINGS** All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. **NONSEGREGATED FACILITIES** (Applicable to contracts over $10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

Section	Assistance Listing #	Program Title
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405e	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs
405g	20.616	National Priority Safety Programs
405h	20.616	National Priority Safety Programs
405i	20.616	National Priority Safety Programs

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

(Applies to subrecipients as well as States)

The State will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:
- **1.** The dangers of drug abuse in the workplace.
- **2.** The Subrecipient's policy of maintaining a drug-free workplace.
- **3.** Any available drug counseling, rehabilitation, and employee assistance programs.
- **4.** The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- **5.** Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- a. Abide by the terms of the statement.
- b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.

E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
- a. Taking appropriate personnel action against such an employee, up to and including termination.
- b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)

(Applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING

(Applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency , a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

XXIII. RESTRICTION ON STATE LOBBYING

(Applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials , in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal .

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

(Applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

E. The terms *covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph F of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Tier Covered Transactions:

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining , attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1200.

B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

C. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

D. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Certification” including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1200.

G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended , debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).

H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

I. Except for transactions authorized under paragraph E of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XXV. BUY AMERICA ACT

(Applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the

cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over $5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles, motorcycles, trailers, and other similar conveyances must be manufactured or assembled in the United States of America regardless of cost.

Furthermore, the State and each subrecipient will follow the guidelines of 2 C.F.R. § 200.322, Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.

***Waiver of Buy America Requirements for De Minimis Costs and Small Grants**

Effective August 16, 2023, the United States Department of Transportation published a public interest waiver of the Buy America, Build America Act's domestic preference requirements for iron and steel, manufactured products, and construction materials used in projects funded under DOT-administered financial assistance programs for iron, steel, manufactured products, and construction materials under a single financial assistance award for which the total amount of Federal financial assistance applied to the project, through awards or subawards, is below $500,000. Therefore, until this waiver expires or is otherwise terminated, the Buy America Act requirements stipulated above will only apply should this contract total $500,000 or more.

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, the subrecipient is encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately- owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

XXIX. PARTICIPATION IN HIGHWAY SAFETY PARTNERSHIPS

All subrecipients are strongly encouraged to participate in Highway Safety sponsored functions including, but not limited to, Missouri Coalition for Roadway Safety regional meetings, applicable subcommittees and conferences; working groups; dedicated enforcement workshops; and grant application and contract award workshops. Subrecipient agencies with positions that are funded via Highway Safety grants are expected to participate (or send a representative) in the above functions as much as possible.

XXX. PROHIBITION ON TELECOMMUNICATIONS AND VIDEO SURVEILLANCE

The National Defense Authorization Act of Fiscal Year 2019 (Pub. L. 115-232) prohibits Federal grant funds from being obligated or expended to procure or obtain (or to enter into, extend, or renew a contract to procure or obtain) certain covered telecommunications equipment, services, or systems. States and subrecipients should refer to the Super Circular for more information on what equipment and companies this prohibition covers.

Equipment regularly purchased under NHTSA grants that may be subject to this provision could include : mobile phones, landlines, and the internet. Note that this provision prohibits purchasing these (and other) items produced by certain companies; items produced by non-prohibited companies are still potentially allowable.

XXXI. CERTIFICATION ON CONFLICT OF INTEREST
(Applies to subrecipients as well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate , make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

A. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers , employees, or agents.
  1. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
  2. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

B. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities . Based on this policy:

A. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

B. NHTSA will review the disclosure and may require additional relevant information from the recipient . If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict .

C. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization .

XXXII. TRAVEL REQUIREMENTS

Any travel awarded in this agreement must follow these guidelines:

A. All costs should fall at or below CONUS rates for the location travelled to.

B. Travel should be claimed at the lowest rate cost of travel, regardless of method taken. I.E. if the cost of air travel is cheaper than driving and claiming mileage, but the subrecipient opts to drive, any reimbursement should not exceed the cost of airfare.

C. Regardless of travel method, costs for travel shall not exceed basic economy fares. However, additional costs for refundable tickets are allowable, provided any refund issued is returned to the MHTC, if costs have already been reimbursed by the MHTC.

D. Any costs for car rentals must be approved by the MHTC prior to travel and are limited to economy class vehicles. Rental/rideshare/taxicab costs for after-hours entertainment are not allowable.

E. Maximum costs for travel are detailed in the Budget section of this agreement. Costs cannot be spread among multiple agreements nor submitted in excess of the costs approved.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering MHTC-funded courses must adhere to the following standard elements required for training contracts:

A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.

B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.

C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:

1. Title of the class
2. Date(s) and location of class
3. Printed Name and signature of attendees (unless otherwise prohibited)
4. Name of agency/organization of each attendee

D. To ensure the cost effectiveness of each class, every effort should be made to enroll a minimum of fifteen (15) students per class. Subrecipients must develop training plans, which include minimum enrollment strategies and anticipated costs for the class and share with the MHTC at the beginning of the project period. Should the minimum number of students registered for a class not be met, subrecipients must contact MHTC prior to proceeding with the class to review the training plan and ensure that both parties agree that adequate measures have been taken. Repeated classes with poor attendance may result in the suspension of the training award.

E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.

2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.

3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.

4. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training (POST) certified law enforcement officer will be reimbursed.

5. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working overtime under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the annual conference. Agencies should also participate in local traffic safety task forces and engage in local community collaboration in traffic safety planning initiatives.

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non-POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Officer overtime or any other costs reimbursed by this MHTC agreement must not also be requested for court-ordered recoupment on alcohol or drug-related driving cases.

Exceptions to awarded costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. **SOBRIETY CHECKPOINTS**

   Unless otherwise prohibited by state statute or appropriation,

   a) The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.

   b) Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.

   c) Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

F. PARTICIPATION IN NATIONAL AND STATE MOBILIZATIONS

Law enforcement agencies must participate in National and State Mobilizations including, but not limited to:

- Click It or Ticket
- Drive Sober or Get Pulled Over
- Holiday Impaired Driving Campaign

Manpower authorized in law enforcement projects should include time dedicated to these mobilizations as appropriate (i.e. an Impaired Driving or HMV project can be utilized to participate in the Drive Sober or Get Pulled Over campaign, HMV or Occupant Protection projects can be utilized to participate in Click It or Ticket).

Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: https://mobilization.rejis.org.

G. PURSUIT POLICIES

Law enforcement agencies are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))

EXECUTIVE SUMMARY

The City of Springfield - Public Works seeks funding to continue the SafeAcross program. SafeAcross focuses on pedestrian and driver education and safety to increase driver yield compliance at crosswalks and reduce unsafe crossings for pedestrians. Through this project, the SafeAcross coordinator will continue to educate and focus on connecting with other communities to expand the program statewide as well as work with a consultant to develop a model that allows the SafeAcross program to be managed by an agency other than the City of Springfield - Public Works.

The 2023 NHTSA Traffic Facts Annual Report ranked cities with populations over 150,000 by fatality rate (per 100,000 inhabitants). Out of the 172 cities, Springfield, MO ranked as 14th worst with a crash rate of 19.39, placing the city in the top 10%.

The city's most recent annual crash report and Vision Zero Action Plan "Safer Streets SGF" have identified behavior - human error - to cause the vast majority of the city's crashes. That is why the public works department is working to focus more on behavioral interventions. The city's pedestrian safety program, SGF Yields, is one important piece of that. The pedestrian group is overrepresented among the severe and life-altering traffic crashes. This is true for the City of Springfield and the entire state of Missouri.

While the city has created a successful pedestrian program in SGF Yields and SafeAcross, sustainability is a concern. For Springfield, as a local government, the public works department is already tight on staff time to keep the SGF Yields program going, much less growing the SafeAcross program with increasing members. Since the program is very comprehensive, it requires a good amount of management. Initially, most communities will need step-by-step assistance in order to not be overwhelmed. For example, placement of Mr. Walker statues should be reviewed to ensure they do not create a sight obstruction that could lead to a pedestrian crash or block an accessible path. Promotion and messaging are also crucial for the program, and the public works department has found it takes a lot of time to keep communities on track. Without outside assistance, the City of Springfield may not be able to continue supporting SafeAcross host communities.

Goal 1: Increase driver yield compliance at crosswalks in SafeAcross host communities.

- Increase driver yield compliance at treated sites by 10%.

- Increase driver yield compliance at untreated site by 5%.

- Make at least two social media posts per month related to SafeAcross, crosswalks, or pedestrian safety.

Goal 2: Continue promotion and expansion of SafeAcross.

- With the assistance of a business consultant, develop at least one alternate plan to support SafeAcross host communities that requires less staffing commitment from the City of Springfield.

- Promote the program at a minimum of one conference or meeting.

The City of Springfield has developed a program mirroring the elements and principals of the Safe System Approach . The "SGF Yields" program measurably increases driver compliance at crosswalks and has increased pedestrian safety through education, engineering, enforcement and policy changes. Through funding in the 2022 fiscal year, the city team developed a sharable version of the "SGF Yields" program named "SafeAcross" (www.safeacross.com). It offers other communities a detailed guide on how to set up the program, how to conduct compliance studies and communicate safety messages to the public. The SafeAcross toolkit also includes many optional endeavors, ranging from elementary school lesson plans, to special events for the Pedestrian Safety Month (October), crosswalk enforcement and much more. The City of Springfield has received a follow-up grant through the 2026 fiscal year to help with the expansion, promotion, and management of SafeAcross. Any interested communities require guidance and some minimum prerequisites need to be met to ensure the program remains effective and popular. Last year, SafeAcross welcomed the first host community, the City of Jackson, MO. Currently, the City of Springfield is working with the Mid America Regional Council, Kansas City, MO, and Cassville, MO as they actively work towards rolling out SafeAcross in their community. There are also multiple other interested communities at varying stages of engagement.

Through this project, the City of Springfield will continue to support host communities in their efforts to participate in SafeAcross by promoting the program, providing on-boarding training, assessing crosswalks, assisting in crafting community outreach messages, and more. Staff will also continue to develop partnerships with local non-profits so they will work with the city to provide the educational program to their customers who are statistically at highest risk of being fatally injured. This year, the city will also work with a business consultant to transfer knowledge, gain knowledge and form a plan as the program gets too expansive for city staff.

The city will also focus on reducing pedestrian fatalities among the low-income and unhoused populations that are not easily reached by the standard means of communication. Data shows that many local pedestrian fatalities involve unhoused or low-income residents, often crossing mid-block during the nighttime. This group is not easily reached by a conventional media outreach. The SGF Yields Coalition Group has developed the "Use your WITS" program to bring safety conversations and education to where the people are at, at food pantries and other non-profit service providers. Educational videos and WITS materials have been developed to help increase awareness and decrease severe traffic crashes .

SUPPLEMENTAL INFORMATION

	Question	Answer
1	Does your agency have and enforce a safety belt use policy?	Yes
2	If NO, please explain.	
3	Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
4	If NO, please explain.	
5	What is your organization type?	Local Agency: Non-Law E
6	If answered OTHER, please explain.	
7	Will this project have an impact statewide, regionally, or locally?	
	Statewide	
8	What target group will this project impact (e.g. young, older, impaired)?	
	Pedestrians and drivers, low-income populations and, children.	
9	What age group does your project focus on?	
	All ages	
10	Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
11	If NO, please explain.	
12	Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
13	If YES, please explain.	
14	Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
15	If YES, please explain.	
16	Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
17	If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
	We have been planning to create more PSAs or reels but have had staffing issues.	
18	Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
19	Did your political entity receive $25,000,000 or more in Federal Awards in your preceding fiscal year?	No

20	If you answered NO to either question 16 and 17, DO NOT answer this question. If you answered YES to both question 16 and 17, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the UEI number it provided belongs).	
21	Does this project employ proven best practices or would it be considered a pilot project?	Proven best practices (Safe System Approach) but also is piloting with new communities
22	Is training going to be provided as part of this contract?	No
23	If Yes, enter types of training courses that will be provided and the estimated number of each course.	
24	Will this project generate program income (such as through registration fees, donations, fees charged for services, etc?	No
25	If YES, what system do you have in place to track the program income to ensure it remains within the project.	
26	What is the location of your project (City, County, or Counties)?	Statewide

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
2. Timely submission of periodic reports (i.e., monthly, quarterly) as required
3. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
4. Attaining the Goals set forth in this contract
5. Accomplishing the Objectives established to meet the project Goals, such as:
   - Programs (number and success of programs held compared to planned programs, evaluations if available)
   - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
   - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
   - Public awareness activities (media releases, promotion events, or education materials produced or purchased)
   - Other (any other information or material that supports the Objectives)
6. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:
- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects

To evaluate the effectiveness of the program, the City of Springfield will monitor the crosswalk compliance studies of host communities on their quarterly cycles to determine if compliance percentages are increasing. The city will also monitor the social media pages of the host communities to confirm they are engaging with the community as required.

Additional evaluation will include reviewing the final report provided by the business consultant to determine if a viable plan has been created to continue expansion of the SafeAcross program and monitoring how many new host communities have implemented the program during the grant period.

ADDITIONAL FUNDING SOURCES

There are no additional funding sources for SafeAcross.

SGF Yields (the local version) is supported by MoDOT Highway Safety Grants.

MoDOT has been providing $15,000 per year to help other MO communities roll out SafeAcross. Given the current interest level of Cassville, Webster Groves, KC MO and others, it may be worth considering an increase.

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Conf/Trainings Attended							
	Other	Travel to conferences for promotion and development, travel to communities that wish to learn about or roll out SafeAcross. That would include Salary, Transport, Meals, Lodging, Registration Fees.	1.00	$5,000.00	$5,000.00	$0.00	$5,000.00
					$5,000.00	**$0.00**	**$5,000.00**
Consultant Services							
	Production Support	Staff and consultant hours to support SafeAcross and offset time on SGF Yields (so that city staff can focus on SafeAcross)	1.00	$12,600.00	$12,600.00	$0.00	$12,600.00
	Production Support	Business or Marketing Consulting Firm to provide (and if funding allows, implement) a sustainable model of SafeAcross to accommodate current and future growth.	1.00	$17,600.00	$17,600.00	$0.00	$17,600.00
					$30,200.00	**$0.00**	**$30,200.00**
Educational Materials							
	Print Materials	SafeAcross: Prints, media, production and new development as well as updates on existing materials and website.	1.00	$2,000.00	$2,000.00	$0.00	$2,000.00

	Print Materials	WITS: Print, Advertisement (updates needed)	1.00	$500.00	$500.00	$0.00	$500.00
					$2,500.00	**$0.00**	**$2,500.00**
Operational Expenses and Supplies							
	Fees	Website related fees	1.00	$500.00	$500.00	$0.00	$500.00
					$500.00	**$0.00**	**$500.00**
				Total Contract	**$38,200.00**	**$0.00**	**$38,200.00**

ATTACHMENTS

Document Type	Description	Original File Name	Date Added
IMAGE	JPG JIF or PNG	PXL_20250828_1543312	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_1543312	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_1545196	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250828_135058(	02/24/2026
IMAGE	JPG JIF or PNG	PXL_20250426_1315152	02/24/2026
IMAGE	JPG JIF or PNG	Jxn Traffic Guide 1 pg 2.j	02/24/2026
IMAGE	JPG JIF or PNG	ShelterAd_105158.jpg	02/24/2026
IMAGE	JPG JIF or PNG	1 - Michael - m.jpg	02/24/2026

CITY OF SPRINGFIELD, MO
BUDGET ADJUSTMENT

Exhibit 4

Budget Adjustment
0008

Revenues:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	416010	000000	00000	$ 38,200	Federal funds through Section 402 State & Community Highway Safety Grant from the Missouri Department of Transportation
Net Revenue Adjustment						$ 38,200	

Expenditures:

Fund	Dept	Org	Account	P&G	Location	Amount	Description
46040	20	73020	504580	000000	00000	$ 38,200	Continuation of SGF Yields sharable version SafeAcross, the City's Pedestrian Safety Program
Net Expenditure Adjustment						$ 38,200	

Fund Balance Appropriation:

Fund		Title	Amount

Explanation: To amend the FY2026-27 budget by appropriating federal funds of $38,200 through the Missouri Department of Transportation, Section 402 State & Community Highway Safety Grant, for the continuation of the City's pedestrian safety program SGF Yields sharable version SafeAcross.

Requested By:

Dan Smith 08-04-26
Department Head Date

Approved By:

08-04-26
Director of Finance Date

City Manager Date

Authorization:

Council Bill No. 2026-181
Ordinance No. _____
1st Reading _____
2nd Reading _____
Journal Imp No. _____